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# The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

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All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics.

### The Colonial Stock Act, 1900.

FROM A notice which we print elsewhere, it will be seen that Tasmanian Government 4 per cent. Inscribed Stock (1940-1950) has been added to the investments authorised by the Trustee Act, 1893, subject to the restrictions imposed by section 2 (2) of that Act.

### The Late Mr. Glen.

WE REGRET to hear of the death of Mr. ALEXANDER GLEN, K.C., as the result of an operation. Mr. GLEN, who came of a legal family long associated with Local Government practice, was a sound lawyer, and his extreme conscientiousness as an advocate earned for him the respect of the common law bench and bar to a degree not often accorded to one whose forte lay rather in advisory work than in forensic display. The editor of many well-known legal works, including standard treatises on Public Health and Highways, Mr. GLEN did a great deal to consolidate and elucidate the vast miscellany of provisions, contained in a bewildering chaos of statutes, which make up Local Government law, and during the last three years he edited and annotated the Local Government Reports.

### Estate Agents and Registration of Title.

AN INTERESTING paper on "Compulsory Registration of Title" was read by Mr. W. HERBERT DAW, Fellow of the Auctioneers and Estate Agents' Institute, at the meeting of the Institute on the 14th inst. After discussing the Land Transfer Acts and the proceedings before the Royal Commission on Land Transfer of 1908, Mr. DAW came to the very natural conclusion that there is no such benefit to landowners as to justify the continuance of the compulsory system which now prevails in London. One of the findings of the Commission to which he refers is well known. "The system as it stands is in our judgment imperfect; and we cannot recommend the compulsory extension of an imperfect system." That seems conclusively to bar the way to extension; but Mr. DAW pertinently asks: "How long is compulsion, which it is admitted was introduced only as a trial, to be allowed to continue?" Unfortunately the question is more easily asked than answered.

### The Civil Judicial Statistics.

THE CIVIL Judicial Statistics for 1911, which have just been issued, show that there was in that year a considerable reduction in the total proceedings in all courts, 1,421,691 against 1,475,422 in the previous year. The annual average for the five years from 1907 to 1911 was 1,472,442. These figures are of course dominated by the county court cases, and the decline is mainly due to the diminution in county court business. Taking the higher courts, there was an increase in the total appeals—1,562 against 1,482 in 1910; and also in the King's Bench, Divorce, and Admiralty Divisions; but a decrease in the Chancery Division and in probate actions. In the Court of Appeal the increase was from 814 in 1910 to 862 in 1911, and this seems to be largely due to the workmen's compensation appeals. Of the final appeals set down, rather more than one-fourth (164 out of 619) were appeals of this nature. "From the passing of the 1897 Act down to the end of 1911," says Sir JOHN MACDONELL in his very valuable introduction, "no fewer than 1,394 appeals from the decisions under these Acts of the county court judges have been entered in the Court of Appeal. Probably no other statute has in a like period been the source or occasion of so much litigation." And he further points out that the extension of compensation to practically all industries by the Act of 1906 has resulted in a distinct increase in the appeals.

### The Statistics of the High Court.

THE CHANCERY Division continues to shew a marked decrease of business. The proceedings commenced were 7,236 in 1902, and in 1911 they were 5,766; and the decrease has been practically continuous. Sir JOHN MACDONELL does not attempt to explain this, and possibly the result depends upon causes which are beyond official control. But there are obvious changes of administration waiting to be made, and whether they would lead to renewal of business or not, they would at least shew that the judges of the division desire to be up to date. The present arrangements for hearing motions would not be tolerated under a business-like management, and there is much to be done to secure an effective judicial control of the conduct of inquiries in chambers. In the King's Bench Division, while there was an increase in the total proceedings—65,864 in 1911 against 64,992 in 1910—there was a slight decrease in writs and other originating proceedings—61,822 against 61,899. Practically the business remained the same, though there is a marked decrease compared with previous years. The annual average from 1902-6 was 69,198; and from 1907-11, 64,476. There is, Sir JOHN MACDONELL points out, no sign of a decline in the proportion of actions tried by a jury. The number of actions in London and Middlesex so tried was 758, and without a jury 629. On circuit the number of jury trials was 476, non-jury 205. There was a slight increase of civil business on circuit, the total number of causes entered being 891, as against 822 in 1910; and the total disposed of in court, 681, as against 646. In general the libel and slander actions in London and on circuit are about one-tenth of the whole; in 1911 this proportion rose to about one-eighth—386 out of 3,078.

### The Constitution of the Court of Criminal Appeal.

AT TWO recent sittings of the Court of Criminal Appeal appeals have been heard in cases that had been tried before one of the members of the court which heard the appeal. Such a practice is, no doubt, in accordance with legal tradition of long standing; but it is submitted that it is opposed to the best modern ideas on the subject, and to the principle that has often been laid down, that not only should there be an absence of bias on the part of the court, but that there should be nothing which could enable anyone even to suggest the existence of bias. Apart from this, the presence of the trial judge in cases where his summing-up or his ruling on a point of law is attacked may well prove embarrassing both to the counsel in the case and to the other members of the court. In one instance an application for leave to appeal against conviction on a charge of murder was heard by a court which included Mr. Justice COLERIDGE, who had tried the case at the Bristol Assizes, and the main

ground on which leave to appeal was sought was misdirection by that learned judge. Although it cannot be suggested that the court was wrong in holding that there had been no misdirection, it must have been none the less embarrassing for counsel for the appellant to argue the point, and, had there been substance in it, it would have been a distasteful task for the other two members of the court to hold that there had been misdirection. No doubt the shortage of judges in London makes it difficult for a court always to be so composed as to be free from this disadvantage, but it is to be hoped that an increase in the number of judges may, before long, enable the court to be selected with due regard to the principle in question.

### Expert Evidence in Patent Actions.

IN DELIVERING judgment in the patent action of *Joseph Crosfield & Sons v. Techno-Chemical Laboratories* on Tuesday (*Times*, 19th inst.) NEVILLE, J., laid down very emphatically the limits which should be placed on the admission of expert evidence. In respect of the admissibility of evidence, he said, there is no distinction between patent actions and other actions. The assistance of expert witnesses is generally essential in patent actions; but this is only required for the purpose of explaining technical terms in the documents to be construed by the court; to inform the court as to scientific matters affecting the patent in question; and as to the state of public knowledge on the subject of the patent at the date of its issue; and possibly, too, for other purposes. But the opinion of the witness cannot be sought on the issues in the action, or on the construction of any document relied upon. The learned judge said that in spite of these rules, probably nine-tenths of the voluminous examination in patent cases was devoted to questions which, either openly or under more or less skilful disguise, were directed to eliciting the opinion of witnesses on the issues in the case or the construction of documents. In the case before him NEVILLE, J., had endeavoured to keep the questions within legal limits, though, owing to the inveterate habit of exceeding the limits, not altogether with success; and in arriving at his decision he disregarded all expert opinions put in evidence, and formed his own opinion on the construction of the documents, guided only by the assistance of counsel and the explanation by the experts of the technicalities involved. No doubt, as the learned judge said, the exclusion of opinions as evidence, and the admission only of matters of scientific knowledge, would tend greatly to diminish the differences between the expert witnesses on each side, and the length of the hearing.

### Poor Litigants.

WE PRINT elsewhere a set of draft rules which have been issued with respect to proceedings by and against poor persons. They are to form Part IV. of R. S. C., Ord. 16, and from the numbering of the draft rules it may be inferred that the present rules 22 to 31 are to be repealed, but this is not stated. Under the present rules a person may be admitted to sue or defend as a pauper on proof that he is not worth £25, his wearing apparel and the subject matter of the suit only excepted. He must obtain the opinion of counsel that he has reasonable grounds for proceeding; he pays neither court fees nor fees to the counsel and solicitor who are assigned to him; and if he is successful he gets only his costs out of pocket. The new rules propose extensive alterations in this system. The term "pauper" is dropped, and "poor person" substituted. The limit of means will be £50, excluding wearing apparel, household goods, tools of trade, and the subject-matter of the action, or such larger sum as the judge may, under special circumstances and having regard to the probable cost of the litigation, personally direct. And there will be kept in each division of the High Court, and in such district registries as the Lord Chancellor directs, a list of solicitors and counsel willing to report on proposed proceedings, and also a list of solicitors and counsel willing to be assigned to assist in the proceedings.

### Payment of Poor Persons' Fees.

AT THE outset a report, whether the applicant ought to be admitted as a poor person, will be made by one or more solicitors or counsel, whether named in the former of the lists just mentioned or not. The report will be made after enquiry as to the

means and position of the applicant and the merits of his case. The reporters may require facts to be proved by affidavit, and, if they deem it desirable, may invite the attendance before them of any opposite party. In accordance with the report, the court or a judge may admit the applicant as a poor person, and they or the proper officer will assign to him a solicitor and counsel, whether named in the appropriate list or not, but not a solicitor or counsel who has reported on the case. *Prima facie* the existing rules as to fees and costs are preserved. There will be no court fees, and no person may agree to take any fees from the poor person; but there is now added the proviso that "nothing contained in this rule shall preclude any solicitor or counsel from receiving remuneration out of any fund which may from time to time be created by the Treasury for the payment of the out-of-pocket expenses or other charges of solicitors, or the fees of counsel so assigned." And the draft rules make further provision for payment of fees. When the poor person gets costs, and the opposite party has acted unreasonably in prosecuting or defending the proceedings, the taxed costs may include solicitors' fees and also counsel's fees, where these latter are paid or payable by the Treasury, as in an ordinary action; and where a substantial amount is recovered, provision is made for payment of costs out of such amount, but not in excess of one-fourth of the amount. Where costs so recovered have been allowed by the Treasury, they will be refunded. The draft rules, like the present rules, make it the duty of the solicitor to take care that no application by motion, summons, or petition is made without due cause, but they also make the solicitor liable in costs to the opposite party for breach of this duty. A poor person will have no right of appeal without leave. We gather that the rules have been modified so as to meet the objection of the Bar Council to making payment of counsel's fees depend on the result of the litigation, and this explains the provision that such fees are not to be payable at all unless, in the first instance, paid or payable out of a public fund. In other words, counsel may take fees provided payment is guaranteed in any event, but the fund out of which they are paid may be reimbursed by costs paid by the opposite party.

#### References to Assess Damages.

A PRACTICE point of some importance which one would have expected to have been decided long ago came up before the Court of Appeal last week in *Dunlop Pneumatic Tyre Co. (Limited) v. New Garage and Motor Co. (Limited)*, (*Times*, 7th inst.). There was an agreement in writing between the plaintiffs and defendants which bound the latter not to sell the former's patent tyres, covers and tubes to certain firms named in the list at a lower price than that named in the plaintiffs' price list for the time being, and which fixed as liquidated damages for breach of this obligation the sum of £5 in respect of each article sold at unauthorized prices. In an action alleging breach and claiming (*inter alia*) an account of the damages sustained by the plaintiffs, Mr. Justice PHILLIMORE entered judgment for the plaintiffs, and directed an inquiry before the Master as to the damages, together with an account of the tyres, &c., wrongfully so sold. The Master, in the course of the inquiry, held that the sum of £5 named as the damages for each breach was in fact what it professed to be, liquidated damages, not a penalty, and, having thus simplified his task to one of mere arithmetic, assessed the damages at £250. The defendants desired to appeal against this finding of the Master, and the question at once arose as to what court was the proper forum of appeal—Divisional Court or Court of Appeal? The matter being in doubt, an application was made to the latter court to entertain the appeal. The general rule, of course, is that appeals on the King's Bench side from a judge sitting at Nisi Prius go direct to the Court of Appeal, and so do appeals in matters of practice and procedure from judges or masters in chambers, but other appeals from chambers in that division go to the Divisional Court (Ord. 59, r. 1 (i.)). Since the decision of the Master on a reference is clearly not a matter of practice and procedure, one would *prima facie* expect it to go to the Divisional Court. But this natural presumption is rebutted by the fact that Ord. 36, r. 57, in pursuance of which the

order for reference is made, substitutes such reference to a master in cases of mere accountancy for the more usual writ of inquiry addressed to the under-sheriff under which the assessment is by a jury, and provides that "proceedings may thereupon be had as to taxation of costs, entering judgment and otherwise, as upon the finding of a jury upon a writ of inquiry." But when a jury make a finding upon a writ of inquiry, the appeal lies to the Court of Appeal (*Radam's Microbe Killer Co. v. Leather*, 1892, 1 Q. B. 85). That court accordingly has held that the appeal from a Master on a reference as to damages must similarly be to the Court of Appeal.

#### Jurisdiction to Dismiss Frivolous Actions.

THE HIGH Court is possessed of inherent jurisdiction to dismiss an action on the ground that it is an abuse of process (*Reichel v. Magrath*, 14 A.C. 665); and to some extent this jurisdiction has been extended by R.S.C. Ord. 25, r. 4, which confers on the court or a judge power to stay or dismiss an action when it appears on the pleadings to be frivolous or vexatious (*Metropolitan Bank v. Pooley*, 10 A.C. 210). The jurisdiction thus possessed is alternative; an applicant can claim either form of relief—that under the rule and that under the inherent jurisdiction—by giving notice that he applies under the rule; it is not necessary to add to his notice the words "under the inherent jurisdiction of the court" (*per KEKEWICH, J.*, in *Vinson v. The Prior Fibres, Consolidated (Limited)*, 1906, W. N. 209). The only difference is that under the rule the alleged "frivolity" of the action must appear on the face of the pleadings, whereas under the inherent jurisdiction evidence by affidavit is admissible to support the application (*Republic of Peru v. Peruvian Guano Co.*, 36 C.D. at p. 498). But in each case alike this summary remedy can only be invoked in plain and obvious cases; if there is a real point of law which is deserving of serious discussion, that point ought not to be argued upon an application of this kind. The proper course in such a case is to raise the point of law on the pleadings, and get it set down for argument before the trial under the second rule of the same order (*Hubbuck v. Wilkinson*, 1899, 1 Q. B., p. 91). The fourth rule is not intended to take the place of a demurrer under the old pleadings, but merely to get rid of an action for bringing which no reasonable excuse exists. Even the fact that, as the case stands, the Statute of Frauds bars the relief claimed, is not a good ground for dismissing it under this rule, since that defence may be waived, or cured by amendment (*Fraser v. Pope*, 1904, 91 L. T. 340). And, whenever a formal amendment will allow an otherwise unsubstantial claim to become a really arguable question, leave to amend the claim should be given instead of dismissing the action (*Griffiths v. London and St. Katharine's Docks Co.* (13 Q. B. D. 261). This last consideration has just induced Mr. Justice ROWLATT and the Court of Appeal in *Taylor v. Silverberg* (*Times*, 18th inst.) to overrule the order of a master who had dismissed a claim to recover money lent in a gaming-house for purposes of play. The action was brought on a cheque, and therefore was *prima facie* bad under the Gaming Act, 1710, as being on a gaming security. But an alternative claim for money lent was possibly not open to the same objection. At any rate on such a claim there was an arguable point, and the court held that leave to amend the writ should be given in order that this point might be argued on its merits.

#### The Meaning of "Domestic Purposes."

AN OLD, but frequently recurring question came up in a new form before the Divisional Court in *Metropolitan Water Board v. Avery* (*Times*, 18th inst.). A publican, who carried on a catering business upon his licensed premises, enjoyed a supply of water from the Metropolitan Water Board, which was used in the kitchen, scullery, and lavatory accommodation ancillary to both businesses. Now, by the Metropolitan Water Board (Charges) Act, 1907, the occupier of premises is entitled to a supply of water at the ordinary water-rate for "domestic purposes"; if he wishes it for other purposes as well, an additional rate must be paid. By section 25 of the statute "domestic purposes" are defined as including water-closets and baths, but as not including a supply of water for (*inter alia*) "any trade,



manufacture, or business." The publican claimed that his water supply was for a "domestic purpose"; the Board claimed that it was for a "business purpose"—namely, the carrying on of the public-house and catering businesses. They therefore claimed a higher rate from the occupier, and sued him for it successfully in the county court; hence the appeal to the High Court. It has been settled long ago, both under the Waterworks Clauses Act, 1847 (which is of general application in the absence of a local statute), and under the Metropolitan Act itself, and under a variety of other local Acts, that a simple principle must be applied in order to decide whether water is used for "domestic purposes" or not. Not the nature of the premises to which the water is supplied, but the nature of the user to which the water is put is the vital test. A boarding school, a restaurant, a railway station, a factory, are premises used for the purpose of trade, manufacture, and business; but water supplied to baths and lavatories upon such premises is used for a "domestic purpose"—namely, the necessary cleansing of the human body; hence it is supplied for "domestic purposes" (*Pigeon v. Great Yarmouth Waterworks Co.*, 1902, 1 K. B. 310; *Metropolitan Water Board v. Colley's Patents (Limited)*, 1911, 2 K. B. 38). In the last named case, in which a factory received a supply of water for lavatories which under the Factories Acts it was compelled to supply to its employees, Lord Justice FARWELL put the point as follows:—"I think the old test remains applicable—namely, that the use to which the water is put, not the nature of the premises, must be considered (*ibid.* p. 65), and Lord Justice KENNEDY amplified this into "the question whether purposes are or are not domestic purposes is to be decided . . . by reference to the purposes in themselves, and not by reference either to the character of the premises where the water is used, or that of the persons using it" (*ibid.* at p. 66). When this simple principle is applied to the case of a public house and catering business, water supplied to kitchen, scullery, and lavatories is seen to be clearly domestic in user, and therefore supplied for "domestic purposes." This view was taken by the Divisional Court, who therefore allowed the appeal.

## Reconstruction of Companies.

THE recent decision of JOYCE, J., in *Etheridge v. Central Uruguay, &c., Railway Co.* (*ante*, p. 341) is in accordance with the principle established by *Bisgood v. Henderson's Transvaal Estates* (1908, 1 Ch. 743) and emphasizes the necessity, in cases of reconstruction, of a strict observance of the statutory rights of shareholders. In *Bisgood's Case* the scheme of reconstruction involved the imposition of a further liability on members whose shares were already fully paid up; in *Etheridge's Case* this element was absent, and the members of the old company were to take paid-up shares in the new company. But, notwithstanding this distinction, the scheme was declared invalid, because, though framed, as in *Bisgood's Case*, on a power contained in the memorandum of association, it did not fulfil the requirements of section 192 of the Companies Act, 1908, which replaces section 161 of the Act of 1862.

The earlier authorities—in particular, *Cotton v. Imperial, &c., Investment Corporation* (1892, 3 Ch. 454)—gave full effect to the common clause in the memorandum of association, which allows the company to sell its entire undertaking either for cash or shares in a new company, coupled with power, either in the memorandum or articles, to divide the assets of the company among the shareholders in specie. In *Bisgood's Case* both these powers existed: a power of sale in the memorandum, and a power in the articles for the liquidator, with the sanction of an extraordinary resolution, to divide assets in specie. The company was in need of further capital, and other means of raising it had been exhausted. Accordingly, a scheme of reconstruction was proposed under which the undertaking was to be sold to a new company, and the shareholders were to receive, in lieu of their paid-up £1 shares in the old company, shares of the like amount, with only 17s. 6d. paid up, in the new company. Any of the new shares not accepted by the members were to be sold and the proceeds distributed among the dissentient members.

This scheme was held by the Court of Appeal to be *ultra vires* on two grounds—first, because it attempted to impose on the shareholders an additional liability after their shares had been fully paid up; this violated section 38 (4) of the Act of 1862 (now s. 123 (iv.) of the Act of 1908), which provides that in a limited company no contribution shall be required from any member in a winding-up beyond the amount unpaid on his shares; and secondly, because it deprived the members of their statutory rights of dissent under section 161 (now s. 191). The first ground was not sufficient to give a pretext for overruling *Cotton's Case* (*supra*), for there the new shares were fully paid up like the old ones, and, as BUCKLEY, L.J., put it, "the particular iniquity of using the memorandum for the purpose of imposing an assessment did not arise." But the second ground was effectual to overrule the earlier case and to wreck the scheme. The framers of the scheme had, indeed, reckoned without section 161. That section prescribed the terms on which a liquidator might accept shares as the consideration for a sale of the undertaking, and no arrangement founded merely on the memorandum and articles could deprive the dissentient shareholders of their statutory rights. The decision has met with criticism (see *Palmer's Company Precedents*, Vol. I., eleventh edition, pp. 1454–58), but there appears to be no substantial ground for questioning its correctness.

In *Etheridge's Case* (*supra*), as in *Cotton's Case*, the particular iniquity referred to by BUCKLEY, L.J., was absent, but the procedure prescribed by section 192 of the Act of 1908 had not been followed, and the method of carrying out the scheme of reconstruction was therefore invalid. The Central Uruguay Northern Extension Railway Co. (Limited) was empowered by its memorandum of association to sell all its business and assets to any other company, and to take shares in such other company as partial or entire payment. It was proposed to sell the undertaking to the Central Uruguay Railway Co. of Monte Video (Limited), and for that purpose a provisional agreement was entered into between the two companies, under which the consideration was to consist of paid-up shares in the purchasing company. In December, 1912, a meeting was held at which three resolutions were proposed: (1) a resolution approving of the sale on the terms of the provisional agreement; (2) a resolution for voluntary liquidation, and for the appointment of a liquidator; and (3), a resolution for the distribution of the consideration shares among the members in a specified manner. The first resolution was passed as an ordinary resolution only, reliance being placed for this purpose on the power of sale contained in the memorandum of association. The other two resolutions were passed as special resolutions, and were duly confirmed at a subsequent meeting. Then the question arose whether section 192 had been duly complied with, for, having regard to *Bisgood's Case* (*supra*), it is clear that compliance with that section is essential in every case where a scheme of reconstruction or amalgamation depends on a sale for shares.

Now section 192 provides as follows:—(1) it applies where a voluntary winding-up is either in progress or contemplation, and where the whole or part of the business is proposed to be transferred or sold to another company; (2) the liquidator may, with the sanction of a special resolution, receive shares in compensation or part compensation for the transfer or sale for distribution among the members; and (3) dissentient members may require their interests to be purchased at a price to be fixed by arbitration. Where, under the power in the memorandum, the company sells its undertaking and receives shares in another company before the commencement of the winding-up, there may be a difficulty in applying section 192. This case seems not to have arisen, and, if it does, the court would probably find a way of giving dissentient shareholders the benefit of the section. Of course, no actual division of the shares could take place except in a winding-up (see per BUCKLEY, L. J., in *Bisgood's Case*, 1908, 1 Ch. p. 761). But where the carrying out of the agreement and the payment of the consideration are to take place in the winding-up, so that it is the liquidator who will receive the consideration shares, then clearly section 192 requires that he shall be authorised to do so by a special resolution. This is the second of the three points in the section

which we have just enumerated. Here, as JOYCE, J., held, the resolutions were ineffectual. The first resolution was a good compliance with the clause in the memorandum, and so far as the matter depended on the company, the sale of the undertaking for shares was effectively sanctioned. But when, in pursuance of the winding-up resolution, the liquidator appeared on the scene, it was necessary to comply also with section 192, and his authority to receive the shares in payment had to be conferred by special resolution. In consequence of the failure to observe this requirement the scheme had been ineffectively carried out.

It may be noted that a sale of the undertaking for cash is not within the principle of this decision, and it would seem that where general authority to exercise the powers of the company is entrusted to the directors, they can, under the power of the memorandum, sell the undertaking for cash, and then leave the liquidator in the subsequent winding-up to receive the money and divide it, after clearing the liabilities, among the shareholders. But this statement must be taken subject to the dictum of BUCKLEY, L.J., in *Bisgood's Case* (*supra*, at p. 761), that the sale of the whole undertaking and division of the proceeds cannot be a corporate object, and therefore cannot be authorized by the memorandum. It remains to be seen whether this reason prevents a sale for cash under the circumstances just stated.

## Bank Notes and Limited Liability.

Is a banking company, when incorporated as a company with limited liability under the Companies Acts, 1862-1908, absolutely debarred from enjoying the privilege of limited liability in respect of its note issue? In other words, is the liability on the note issue of a limited banking company always and necessarily unlimited? An affirmative answer is given to these questions, either expressly or implicitly, in such of the standard text-books as refer to the subject. But the precise question does not seem to have arisen in the English Courts, and references to it are consequently meagre. Section 251 of the Companies (Consolidation) Act, 1908, says plainly—"A bank of issue, registered under this Act as a limited company, shall not be entitled to limited liability in respect of its notes; and the members thereof shall be liable in respect of its notes in the same manner as if it had been registered as unlimited." The meaning of this enactment, however, does not lie quite on the surface, and can only be properly understood by considering the history of the legislation on the subject.

To begin with, section 251 of the 1908 Act does not exactly reproduce the repealed enactment whose place it has taken—section 6 of the Companies Act, 1879 (42 and 43 Vict., c. 76). That section (so far as material) was as follows: "Section 182 of the Companies Act, 1862, is hereby repealed, and in place thereof it is enacted as follows:—A bank of issue registered as a limited company, either before or after the passing of this Act, shall not be entitled to limited liability in respect of its notes; and the members thereof shall continue liable in respect of its notes in the same manner as if it had been registered as an unlimited company." The italicised words have some bearing on the question; the word "continue" is not used in the 1908 re-enactment.

Now section 182 of the 1862 Act ran as follows: "No banking company claiming to issue notes in the United Kingdom shall be entitled to limited liability in respect of such issue, but shall continue subject to unlimited liability in respect thereof . . . and the members shall be liable for the whole amount of the issue, in addition to the sum for which they would be liable as members of a limited company." This section occurs in Part VII. of the Act, headed "Companies authorized to register under this Act"; and the position of the section, together with the use of the word "continue," seem to indicate that the banking companies referred to are not companies formed under Part I., but companies already in existence and availing themselves of the privilege of registering under the Act. It was probably thought unnecessary to make any provision as to note issue in section 4, which permits the formation under Part I. of banking companies with limited liability, because the only

banks (other than the Bank of England) which had the right of issuing notes in 1862 were those that were lawfully issuing notes under licence on the 6th of May, 1844, and until the 2nd of August, 1858, a banking company could not obtain the privilege of limited liability. It seems to have been thought, by the framers of the Act of 1862, that a banking company formed under Part I. would necessarily be a new bank in the sense that it could not by absorption or amalgamation continue the existence of a bank entitled in 1844 to issue notes, and by the Bank Charter Act (7 and 8 Vict. c. 32) entitled to continue to do so.

This view of the matter appears also in the enactment from which section 182 of the Act of 1862 was taken—section 1 of an Act of 1858 (21 and 22 Vict. c. 91). This Act is one of the Acts repealed by the Companies Act, 1862, and the connection of the principle of limited liability with banking companies will be made clearer by referring to the three Acts in chronological order. The first of these Acts is the Joint Stock Companies Act, 1856 (19 and 20 Vict. c. 47), which was the first statute to provide for the incorporation of Joint Stock Companies with limited liability. Section 2 of this Act enacted that the Act was not to apply to "persons associated together for the purpose of banking or insurance." The next Act, the Joint Stock Banking Companies Act, 1857 (20 and 21 Vict. c. 49), enacted by section 3 as follows: "The second section of the Joint Stock Companies Act, 1856, shall be repealed so far as relates to persons associated together for the purpose of banking; subject to this provision, that no existing or future banking company shall be registered as a limited company." Then came the Act of 1858 (21 & 22 Vict. c. 91), above referred to. This enacted, by section 1: "So much of the Joint Stock Banking Companies Act, 1857, as prohibits a banking company from being formed under that Act with limited liability, or prohibits an existing banking company from being registered under that Act with limited liability, shall be repealed, subject to the following proviso, that no banking company claiming to issue notes in the United Kingdom shall be entitled to limited liability in respect of such issue, but shall continue subject to unlimited liability in respect thereof, and the shareholders shall be liable." &c., as in the Act of 1862, section 182.

It will be noticed that the expression "continue subject" (implying an already existing company) was used even in the Act of 1879, and an argument founded on this expression might go far to shew that the generality of the enactment of 1879 was to be confined to existing companies registered under Part VII. of the Act of 1862. Had the same expression been used in the consolidating Act of 1908, this argument would have been greatly strengthened by the fact that the new enactment (section 251) occupies the same relative position in the Act of 1908 as the original enactment (section 182) did in the Act of 1862; for section 251 is placed under Part VII.—"Companies authorized to register under this Act"—just as section 182 was placed under Part VII. of the 1862 Act. The alteration of the phraseology—"shall be liable" instead of "shall continue liable" makes it much more possible that the new section may have to be construed as applying to all limited banking companies without distinction, whether formed under Part I., or merely registered under Part VII. Probably, therefore, the law has been altered by the Act of 1908.

It might be all-important to determine whether there is a general incapacity by virtue of the Companies Acts in all limited banking companies to issue notes without incurring unlimited liability in respect of such notes, or whether the incapacity only applies to companies registered under Part VII. of the Act of 1908; so that a company formed under Part I. would only be prevented from issuing notes, with limited liability in respect of them, by the mere fact of the existence of the Bank Charter Act, 1844, and the difficulty of shewing identity with a bank entitled to issue notes in 1844. Several cases have occurred in which the right to issue notes as successors to a privileged bank has been discussed. The case of *Prescott, Dimsdale & Co. v. Bank of England* (1894, 1 Q. B., 351) seems to shew that the question of identity between the original issuing bank and its successor, the limited company, is always a question of a fact.



That the question, whether the prohibition against limited banking companies preserving their limited liability in respect of their note issue applies to all limited companies or only to those registered under Part VII. of the Companies Act, is not a purely academic one, is shown by the case of a liquidating bank in Australia in 1893. It was there held by the Supreme Court of Victoria that banking companies formed under Part I of the Companies Act could preserve their limited liability in respect of their note issue: see *In re Commercial Bank of Australia* (19 Victorian Law Reports, 333). The Bank Charter Act, 1844, is not, of course, in force in Australia. But as regards this country the conclusion seems to be that it would be impossible now for a banking company formed under Part I. of the Act to limit the liability of its members on its notes.

## Reviews.

### Registration of Title.

**THE CANADIAN TORRENS SYSTEM, WITH SPECIAL REFERENCE TO THE STATUTES OF MANITOBA, SASKATCHEWAN, AND ALBERTA, AND OF THE DOMINION OF CANADA; AND WITH A COLLECTION OF FORMS, STATUTES, AND LEADING CASES.** By DOUGLAS J. THOM, B.A., Barrister-at-law. Burroughs & Co. (Limited), Calgary. \$15.00.

This book is avowedly modelled on Hogg's Australian Torrens system, and does for the Torrens system of land transfer in Canada much what has already been done for the same system in Australia—with a difference. Whilst the Australian book deals with no fewer than nine different sets of statutes, and to that extent is exhaustive of the Australian legislation on the subject, the present Canadian book deals directly with four jurisdictions only out of the eleven that exist in Canada. The decided cases, however, that are referred to are drawn from all the series of Canadian reports, Provincial and Dominion, so that the book will probably be nearly as useful as though every Canadian Torrens statute were printed *in extenso*. In one respect the Canadian system has advanced a step beyond the Australian, inasmuch as in two provinces—Saskatchewan and Alberta—as we are informed by the author, the Torrens system "is being tested under the most satisfactory conditions, namely, where it is not only a system but the only system." The English Land Transfer Acts of 1875 and 1897 differ in detail so much from the Australian and most of the Canadian Torrens statutes that the decision of colonial courts cited in the present work can only be of indirect use to English practitioners, as suggesting analogies, &c. In some of the Canadian provinces, however—Ontario for instance—the local statute is modelled on the Land Transfer Act, 1875, rather than any Australian Act, and to this extent the English practitioner may perhaps find it worth his while to consult Canadian authorities. The chief value of the book outside Canada lies in the comparison which is instituted between the Canadian and the Australian statutes and cases, and to a considerable extent it plays the part of an appendix to the Australian work on the Torrens system. For Canada, of course, the author has performed an invaluable service, as well as for those who in England or elsewhere have to do with land law in Canada—particularly the Western Provinces.

### Railway Law.

**THE STUDENT'S GUIDE TO RAILWAY LAW: A MANUAL OF INFORMATION FOR TRADERS, PASSENGERS, AND RAILWAY STUDENTS.** By ARTHUR ERNEST CHAPMAN, M.A. LL.D. (Cambridge), Barrister-at-law. Sir Isaac Pitman & Sons (Limited). 2s. 6d. net.

From the passenger's point of view the chief chapters in this useful epitome of railway law are those on the passenger's contract (chapter vi.), personal injuries (chapter vii.), passenger's luggage (chapter xvii.), and safety of the public and of railway servants (chapter xxii.). The contract which the passenger would wish to make is frequently frustrated by the notice on his ticket—"For conditions see back," and unless the conditions are entirely unreasonable he must accept the contract as the company offer it, or stay at home. Mr. Chapman illustrates this by a recent case, *Dawson v. Furness Railway Co.*, tried at the Manchester Assizes in 1912, in which Scrutton, J., gave judgment for the company because the passenger had notice of conditions, whether he had informed himself as to what they were or not. The persons whose safety must be provided for by the companies are defined in chapter vii., and the liability for injuries to children is stated in accordance with the benevolent view taken by the House of Lords in *Cooke v. Midland Great Western Railway of Ireland* (1909, A. C. 229). The case shows, says Mr. Chapman, that railway companies must give serious attention to children who trespass to play upon their premises. The

book is written in popular style, and while it directs the student to important points of law, it will be practically useful to business men and travellers generally.

## Books of the Week.

**Chitty's Statutes.**—Chitty's Statutes of Practical Utility. Sixth Edition. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. Vol. 13. "Sale of Goods" to "Small Holdings." Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 21s. net.

**Workmen's Compensation.**—Malingering and Feigned Sickness. By Sir JOHN COLLIE, M.D., J.P., assisted by ARTHUR H. SPICER, M.B., B.S. (Lond.), D.P.H. Edward Arnold.

**Company Law.**—Practical Hints on the Preparation and Registration of Joint Stock Companies' Forms, with Precedents, &c. By CHARLES H. PICKEN. Seventh Edition. Waterlow & Sons, Ltd. 3s. 6d. net.

## Correspondence.

### The Rule Against Perpetuities.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I think that Mr. Hargraves makes a good verbal point against Parker, J., in his letter in your last issue on the case of *Re Sommers* (1912, 2 Ch. 622), but I doubt very much whether the learned judge has made any elementary mistake. I think that his decision is boldly and deliberately in the face of the practice of conveyancers and of the cases.

It may interest your readers to know that in Mr. (now Mr. Justice) Sargant's chambers a pupil was directed always to insert in these special powers the words "but so that any appointment shall be within the limits of perpetuity assigned by law," and that erudite lawyer had doubtless other reasons in his mind than a reminder to the draughtsman who would subsequently have the preparation of the instrument exercising the power.

The distinction between property and power, though established, is an artificial one, and the breaking down of it by judicial decision is not beyond expectation.

With regard to the practical result of holding these special powers in marriage settlements to be void, I take it that the effect will be, in general, to give vested interests to the children at twenty-one. The protection to the children given by the power against improvident dealing will be gone, but with it will go the parental control, which is contrary to modern notions and often arbitrarily and harshly used.

Lincoln's inn, March 16.

HAROLD W. MARIGOLD.

### Duties on Land Values—Freehold Ground Rents.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—“X.Y.Z.’s” query in your issue of March 9th is very interesting and one which is found difficult in practice. The Finance (1909-10) Act, 1910, does not provide for the original valuation of freehold ground rents. It prescribes and defines four, principal values, i.e., *Gross Value*, *Full Site Value*, *Total Value*, and *Assessable Site Value*. A freehold ground rent is not the same as any one of these, although, if the amount of a ground rent happened to be the same as the true annual value of the land at the 30th April, 1909, it would properly form the basis for estimating the site values. It is only in such instances that the ground rent has any direct relation to the site value in the Act, otherwise two adjoining plots, identical in size, &c., one let at a peppercorn and the other at £10 per annum ground rent, would bear different valuations although obviously they should be the same.

The present owner named by X.Y.Z. is not entitled to have the price paid for the ground rent substituted for the site value. What Section 2 (3) permits to be substituted, is a *site value deduced from the purchase price*, not the purchase-money itself.

If the provisional site value of £800 is allowed to stand, and the present owner sells the ground-rent and the reversion in fee to an income no larger than the present ground rent for £996, it is probable that increment value duty will be claimed, but without knowledge of the property concerned it is difficult to make a definite statement on this point. The recent judgment of Mr. Justice Horridge in the *Lumsden* case (in which increment value duty was held payable although the site had not increased in value) should be consulted as to the method of calculation to be resorted to upon “occasions” in general. Similar calculations should be made for the ascertainment of substituted site values.

If the present owner believes the site to have been worth £996 on the 30th April, 1909, he can object to the provisional valuation. If the district valuer declines to amend the figure, resort can be had to an official referee.

If, as may be judged from X.Y.Z.'s letter, the probable reversionary income is not in excess of the amount of the present ground rent, this would suggest that the owner paid more for the ground rent than it was worth. It is to be noted that if an owner sells an interest in land for more than it is worth, the Commissioners of Inland Revenue endeavour to assess Increment Value Duty upon the "fortuitous windfall" of the owner.

For some time after the Act became law the Commissioners did not attempt to deal with freehold ground rents under Section 2 (3), but more recently a method of arriving at the substituted site value in the case of purchases of such properties with long reversions has been prepared by the Commissioners, and I believe it is somewhat as under:—

- (a) Decide the true capital value of the freehold ground rent purchased as at the date of purchase, and state it in years' purchase.
- (b) Decide the true capital value of the site at the date the ground rent was purchased.
- (c) Divide the capital site value thus found by the actual annual ground rent.
- (d) Calculate the substituted site value in a proportion sum of:—

as—	is to—	so is—	to—
A fair number of years' purchase of ground rent at date of purchase (as in "a" above.)	Number of years' purchase resulting from the actual ground rent into site value at date of purchase: (as in "c" above.)	Purchase money actually paid.	Substituted site value.

On the case stated the figures would probably be as under:—

- (a) Fair value on number of years' purchase at date when bought, let us say 28 for illustration.
- (b) Assume site value £800 at date of purchase.
- (c) Assumed  $£800 \div £30 \text{ ss.} = 26\frac{2}{3}$ .
- (d) As  $28 : 26\frac{2}{3} :: £996 : £936 = \text{substituted site value.}$

It will be seen that this method depends entirely upon the valuers' initial decision of the (a) true value of the interest, and upon the (b) site value at the date the ground rent was purchased.

A purchase at any date during the owner's lifetime (even if fifty or more years back) can be brought under Section 2 (3) [see Revenue Act, 1911, Section 2], and the valuer's decision upon values many years ago may be capricious.

The best course for "X.Y.Z." to pursue apparently is first to get the provisional valuation fixed at a proper figure. Application can then be made at any time within three months of the valuation becoming "settled" for a substituted site value under Section 2 (3). That should presumably be put as high as possible.

SYDNEY A. SMITH, F.S.I.

22, Chancery, Lane, W.C.  
March 12.

## CASES OF LAST SITTINGS

### Court of Appeal.

**MORPETH RURAL DISTRICT COUNCIL v. BULLOCKS HALL COLLIERY CO. (LIM.).** No. 2. 14th Feb.

**HIGHWAY — EXTRAORDINARY TRAFFIC — PARTICULARS — HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878, s. 23.**

A judge at chambers affirmed an order of a master, made in an application with regard to particulars in a statement of claim in an action brought in respect of extraordinary traffic, by directing that the particulars as to the average expense for the past five years of repairing similar highways in the district should be allowed, but he disallowed those with regard to the average expense during the same period of repairing the actual road in question.

Held, that the particulars which had been struck out as to the average expense of the past five years, stating the cost of labour, the establishment charges and the nature and amount and cost of materials, were particulars of the plaintiffs' claim, and therefore the words "stating the cost of labour, the establishment charges, and the nature and amount and cost of materials" should be restored in the summons. With regard to the particulars of the average expense of repairing the road, they related rather to the defence than to the claim, and as to these the defendants were not entitled to particulars.

Appeal by the defendants from an order of Rowlatt, J., at chambers, with regard to particulars of a statement of claim. The action was brought in respect of damage alleged to be caused to a road by reason of extraordinary traffic. The defendants owned a colliery, and they had conveyed coal along the road in question, known as Bullocks Hall-road, by means of a steam engine with a trailer attached. From the surveyor's certificate the plaintiffs said that, having regard to the average expense of repairing highways in the neighbourhood, extraordinary expenses amounting to the sum of £801 had been incurred by them in repairing this road, which they alleged was due to the

excessive weight of the engine and trailer which hauled the defendants' coal along it. The defendants took out a summons for an order on the plaintiffs to deliver further and better particulars of the statement of claim as follows, namely:—(a) Of the average expense for the past five years, stating the cost of labour, the establishment charges, and the nature and amount and cost of materials; (b) of the highways in the neighbourhood; (c) of the extraordinary expenses amounting to the sum of £801, showing (1) how the sum of £801 was arrived at, (2) the average expense of Bullocks Hall-road for the past five years, and stating the cost of labour, the establishment charges, and the nature and amount and cost of materials. The Master made an order for further and better particulars as asked, but omitting from (a) the words "stating the cost of labour, the establishment charges, and the nature and amount and cost of materials," and also omitting (c) (2). The judge affirmed the Master's order, and the defendants appealed.

THE COURT varied the order of the judge.

VAUGHAN-WILLIAMS, L.J., said that counsel for the defendants had argued that particulars of the average expense for the past five years of repairing highways similar to Bullocks Hall-road in the district without having also particulars of the average expense during the same period of repairing the actual road in question were of no use to the defendants, for a comparison was to be made, but a comparison could only be made between like things. He had referred to section 23 of the Highways and Locomotives Amendment Act, 1878, and to the cases of *Billerica Rural District Council v. Poplar Union* (55 SOLICITORS' JOURNAL, 647; 1911, 2 K. B. 80) and *Colchester Corporation v. Gepp* (56 SOLICITORS' JOURNAL, 160; 1912, 1 K. B. 477). On these authorities he was of opinion that, so far as concerned particulars of the average expenses for the past five years, stating the cost of labour, the establishment charges, and the nature and amount and cost of materials—that was to say, the particulars marked (a) in the summons—they were, strictly speaking, particulars of the plaintiffs' claim. It followed that Rowlatt, J., had wrongly struck out these words from the summons, and that they should be restored and the plaintiffs ordered to give the best particulars they could as to them. With regard to the particulars marked (c) (2)—that was to say, particulars of the average expense of repairing Bullocks Hall-road—they seemed to him to relate rather to the defence than to the claim. He thought they should leave Rowlatt, J.'s refusal to order these particulars unaltered.

KENNEDY, L.J., gave judgment to the like effect.—COUNSEL, for the defendants, *Charles*; for the plaintiffs, *Lowenthal*. SOLICITORS, for the defendants, *King, Wigg, & Co.*, for *Clayton & Gibson*, Newcastle-upon-Tyne; for the plaintiffs, *Crooseman, Prichard, & Co.*, for *H. W. Sample*, Morpeth.

[Reported by ESKINE REID, Barrister-at-Law.]

### Re AN APPLICATION OF R. J. LEA (LIM) FOR REGISTRATION OF A TRADE-MARK. No. 1. 12th and 13th Feb.; 3rd March.

TRADE-MARK — REGISTRATION — SPECIAL APPLICATION — SURNAME — "ADAPTED TO DISTINGUISH"—TRADE-MARKS ACT, 1905, s. 9, SUBSECTION 5.

An application to register the surname of an individual in the possessive, as a trade-mark for a particular brand of tobacco, refused, on the ground that it was not in fact adapted to distinguish the goods sold by the applicants, the evidence that the word had become distinctive by user being insufficient, and confined to a limited area of the whole kingdom.

Appeal from Joyce, J., refusing an application to direct the Registrar of Trade-Marks to accept for registration the word "Boardman's" as a trade-mark for manufactured tobacco. The name was taken from that of one Boardman, the licensee of a public-house in Manchester, who, as far back as 1868, and even earlier, used to sell a smoking mixture specially prepared for him by R. J. Lea, which gradually acquired a considerable local reputation amongst smokers, and was asked for by intending purchasers as "Boardman's" tobacco. In 1887 R. J. Lea (Limited) registered a label, embodying the word Boardman as a trade-mark in respect of tobacco mixture, and they now sought to register the word "Boardman's" by itself. The application was opposed by the Board of Trade in the court below on the ground that surnames alone ought not to be registered, and Joyce, J., dismissed the application on that ground. In the Court of Appeal the case was argued on a different footing. Counsel for the respondents did not dispute that a surname could, in certain circumstances, be registrable, but contended that in this case the word "Boardman's" was not adapted to distinguish the goods of the applicants, and therefore it should not be registered.

THE COURT took time for consideration.

FARWELL, L.J.—Under section 9 of the Trade-Marks Act, 1905, Joyce, J., has refused to order that the name or word "Boardman's" ought to be deemed to be a distinctive mark. In considering this question, he has come to the conclusion that the word "Boardman's" is not a trade-mark in actual use, within the last paragraph of section 9, and that there has been therefore no user which could render such a trade-mark distinctive of the goods for which it is proposed to be registered. I have already in the *Perfection* case (1910, 1 Ch. 130) and the *W. and G. case* (28 R.P.C. 413) expressed my opinion on the general intent of this Act, and I do not propose to repeat it here. It is plain, to my mind, from the phraseology of section 9, that the name of a company, individual, or firm by itself is not, *prima facie* and without more, distinctive; nor is a geographical name or surname; and



if there is nothing more, I think it would be wrong for the Board of Trade or the court to allow such to be registered. The Act in sub-sections 1 and 2 has been careful to limit the power of obtaining registration of such words to the distinctiveness arising out of the particular manner of representation or the peculiarity of signature, so that any number of individuals called John Smith may obtain protection for their signature as written by them, but not for the name of "John Smith." Further, the surname alone does not come within section 9 unless it is the name of a firm—e.g., "Bircham's"; the name or signature of an individual means that which individualises him; he may belong to the great family of Smith, but he is identified as an individual by his own *prénom* as distinguished from his family name: he is John Smith, a member of the Smith family. Further, "surname" is excluded from sub-section 4, and is therefore not *prima facie* adapted to distinguish; Smith is doubtless adapted to distinguish its bearers from Brown, but not from the members of the family of Smith. It is doubtless true that the object of the Act is to extend the area of words adapted to be used as trade-marks, but when the Legislature has shewn that *prima facie* certain words are not included, the court ought to be careful in exercising a discretionary jurisdiction to enlarge such area, and should remember that the owner of a trade-mark under the Act enjoys a monopoly after seven years for all time and over the whole United Kingdom. Thus, while it may be proper to allow Monte Rosa, although a geographical name, to be registered for cigarettes (to take Fletcher Moulton, L.J.'s illustration), because there is no possibility of growing or making cigarettes on that mountain, it would be otherwise with regard to Egypt, or any other locality in which tobacco may be grown or cigarettes made; and by parity of reasoning it must be *prima facie* wrong to allow a mere surname, either with or without *prénom*, to be used as distinctive, for everyone has a right to trade in his own name, and ought not to be hampered in its use, unless such name has become so completely identified with some article as to be a household word, a case provided for by the last paragraph of section 9, and for this the Act requires two things to be proved: (1) that the trade-mark is in actual use, (2) that such user has been sufficient to render it in fact distinctive. Actual use may be enough, although slight in extent, to support an action for passing off against a wrongdoer who is intentionally trying to intercept the benefit of the plaintiff's reputation and credit; but it is quite another thing to say that the use is enough to have displaced the ordinary meaning of any family name, and to have turned such name *quoad* tobacco or any other article into meaning primarily not a man or a family, but an article. The present applicants are R. J. Lea (Limited), and they desire to register "Boardman's" for manufactured tobacco sold by them, and their claim therefore comes within the definition of trade-mark in section 3, "a mark proposed . . . to be used upon or in connection with goods for the purpose of indicating that they are the goods of the proprietor of such trade-mark." The claim is therefore for a monopoly of the word "Boardman's" in the sale of manufactured tobacco. The name originated from the supply by a predecessor in trade of the applicants of a smoking mixture to a licensed victualler in Manchester called Boardman, and originally meant "such tobacco as Lea supplies to Boardman." In 1868 an elaborate trade-mark with Boardman's Smoking Mixture as a small part of it was registered, and tobacco and cigarettes have been sold for some years as Boardman's, and I will assume that there has been some use of Boardman's, whether as a mere name or as an elliptical sentence equivalent to "Boardman his tobacco," so as to bring the last paragraph of section 9 into operation. I agree with Joyce, J., that the evidence falls far short of that universality which is required for distinctiveness within section 9. The tobacco is merely sold by Lea & Co., and no doubt is selected by them with care, but there is no peculiarity about the article sold: this is no doubt sufficient to satisfy the definition of trade-mark in the Act, but the nature of the article and the merit of the claimant in respect thereof are relevant matters in exercising the discretion whether the area of registrability should be extended so as to include it. But the area in which it is alleged that Boardman's does not mean a family or person, but tobacco sold by Lea & Co. is far too limited in extent to justify the court in granting a monopoly in the whole United Kingdom. His Lordship then examined the evidence of user, and proceeded: In my opinion this evidence is quite insufficient. Joyce, J., was right in his conclusion, and this appeal should be dismissed with costs.

BUCKLEY, L.J., delivered judgment to the same effect, but thought that as the question before the court was one entirely different from that argued before and decided by the learned judge below there should be no costs of the appeal.

HAMILTON, L.J., delivered judgment to the same effect.—COUNSEL, Arthur, K.C., Hughes, K.C., and Sebastian; Sir J. Simon, S.G., and Sargent. SOLICITORS, McKenna & Co.; Solicitor to the Board of Trade.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

**Re JONES AND OTHERS AND THE CARDIGANSHIRE COUNTY COUNCIL. Re THE SMALL HOLDINGS AND ALLOTMENTS ACT, 1908.** Farwell, L.J. (sitting as an additional Judge of the Chancery Division). 11th Feb.

**COMPULSORY PURCHASE—COSTS—PETITION FOR PAYMENT OUT—SMALL HOLDINGS AND ALLOTMENTS ACT, 1908 (8 Ed. 7, c. 36), ss. 39, 41—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 Vict. c. 18), s. 80—WILFUL REFUSAL TO CONVEY.**

After an order for compulsory purchase of land had been duly confirmed under section 39, sub-section (3), of the Small Holdings and Allotments Act, 1908 (8 Ed. 7, c. 36), the solicitor for the owner wrote that he was advised by counsel that the order might be bad, and subsequently he wrote again refusing to convey, alleging the same advice.

Held, that there had been a wilful refusal to convey within the meaning of section 80 of the Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18).

This was a petition for payment out of Court to the owner and his mortgagees of a sum of money paid in by the Cardiganshire County Council in respect of a farm which they had acquired compulsorily under the Small Holdings and Allotments Act, 1908 (8 Ed. 7, c. 36). The only point arising on the petition was whether or not the owner had been guilty of "a wilful refusal to convey" within the meaning of s. 80 of the Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18). The facts were these. The compulsory order under the Small Holdings Act was obtained on the 22nd of February, 1911, and the inquiry was held on the 24th of May, 1911. On the 23rd of August, 1911, the order was confirmed. Notice to treat was served on the 16th of September, 1911. On the 28th December, 1911, the solicitor for the owner wrote that he was advised by counsel that the order might be bad. The arbitrator was appointed, and duly made his award in January, 1912. The owner died in the following June, and the Council paid the money into Court in October. Counsel for the County Council contended that the petitioner should have objected on the inquiry, and that, after the order was confirmed in accordance with section 39, sub-section (3), of the Small Holdings Act, he was too late to object, because the order had then been clothed with statutory authority. Counsel for the petitioner contended that the question of whether the order was in fact bad or not had nothing to do with the point as to whether there had been wilful refusal to convey or not. He did not contend that the order was, in fact, bad, but he submitted that the consideration of the reason why counsel advised that the order might be bad was quite irrelevant to the issue before the Court. The issue was whether under the circumstances there had been a wilful refusal to convey, and on that point he referred to *Re Commissioners of Hyde, ex parte Dashwood* (1857, 26 L.J. Ch. 299), and *Re Windsor, Staines, and South Western Railway Act* (1850, 12 Beav. 524), in which last case Lord Langdale, M.R., said the Lands Clauses Act should be construed strictly against the company because by it the company had obtained a right to interfere compulsorily with the private property of individuals.

FARWELL, L.J., after stating the facts, said: In my opinion there has been wilful refusal withing section 80 of the Lands Clauses Act disentitling the petitioner in this case to have his costs paid by the respondent Council.—COUNSEL, Vaughan-Evans, Ernest Evans, & Leonard M. May. SOLICITORS, John T. Lewis for J. T. Jones and Roy Evans, Newcastle Emlyn, Carmarthen; the Clerk to the Cardigan County Council.

[Reported by L. M. MAY, Barrister-at-Law.]

**Re HEATHCOTE AND RAWSON'S CONTRACT. Re THE VENDOR AND PURCHASER ACT, 1874.** Farwell, L.J. (sitting as an additional Judge of the Chancery Division). 7th Feb.

**VENDOR AND PURCHASER—COPYHOLDS—TRUSTEES SELLING UNDER THEIR POWER OF SALE—RIGHT TO HAVE PURCHASER ADMITTED.**

A testator who died in 1833 by his will declared limitations of his freehold and copyhold estates, and gave an over-riding power of sale to his trustees. The will vested a term of 1,000 years in the trustees, but contained no express power to revoke uses. The trustees were now selling under their power of sale, and proposed to nominate the purchaser for admittance. The lord claimed that the trustees must be admitted.

Held, that the lord was bound to admit the purchaser on payment of a single fine.

Beal v. Sheppard (1607, Cro. Jac., 109) followed.

Quære, whether the lord and steward of the manor could properly appear and be heard on a vendor and purchaser summons.

This was a vendor and purchaser summons, raising the question whether the lord of the manor of Oakham could compel trustees of copyholds with an overriding power of sale, who had nominated their purchaser for admittance, to be themselves first admitted, and surrender to the purchaser. The testator died in 1833. By his will he bequeathed his freeholds and copyholds to his trustees for a thousand years, and then limited his property upon ordinary legal uses. There was an over-riding power of sale given to the trustees, which they now proposed to exercise. There was no express power given to them to evoke uses. The trustees had nominated their purchaser to be admitted, but the lord of the manor refused to admit him, and claimed that the trustees must be first themselves admitted. He had not since the testator's death exercised his right to call for a tenant, or made proclamation and seized *quousque*. Counsel for the vendors referred to *Scriven on Copyholds*, 4th ed., p. 300, and to 55 Geo. 3, c. 192, which provided, *inter alia*, that the disposition of copyhold estates should be effectual without previous surrender to the uses of the will, and was replaced by the Wills Act, 1837 (7 Will. 4 and 1 Vict., c. 26, s. 3), and also to *Garland v. Mead* (L. R. 6, Q. B. 441); and contended that there was now the same jurisdiction as before the passing of these Acts, only the surrender was not necessary. *Beal v. Sheppard* (Cro. Jac. 199) is still good law. He also referred to *Brown's case* (4 Co. Rep. 21), *Holder v. Preston* (2 Wilson 400), *R. v. Sir Thomas Maryon Wilson* (1862, 3 Best & Smith 201), and *Watkin on Conveyancing*, p. 351. The power to sell



defeats all the estates, and the vendee comes in, in the events which have happened, as if his name had been written in the will for the first use. Hence there is only the one fine: *Glass v. Richardson* (2 De G. M. & G. 658). Counsel for the purchaser contended that the trustees must first be admitted in respect of the estate conferred on them by the will of the testator. He referred to Sugden on Powers, 8th ed., p. 482. The lord could have compelled somebody to be admitted, and the trustees, when admitted, could surrender to the use of the purchaser: Watkins on Copyholds, 4th ed., pp. 98, 122 and 123. For the purpose of shewing the usual conveyancing practice in these cases he referred to Key and Elphinstone's Precedents, 9th ed., p. 595; Predeux's Precedents, 19th ed., p. 111; Carson's Real Property Statutes, pp. 439, 537 and 673; Davidson's Precedents, Vol. II., Part I., 3rd ed., p. 352, and Vol. III., Pt. I., 2nd ed., p. 458.

FARWELL, L.J., after stating the facts, read the clauses of the will devising and appointing to the trustees the freeholds and copyholds for a period of a thousand years, the clauses setting out the legal uses, and the clause giving the trustees an over-riding power of sale, and continued as follows: There is no express power in this will to revoke uses, but it is necessarily involved in a power to sell the fee. This latter power over-rides everything. It is true that the copyholds are only given to the trustees for a term of 1,000 years, but the power of sale applies to the copyholds, not by way of use, but so that the trustees can nominate a person to take. The testator died many years ago. Now, the lord of the manor requires the trustees to be themselves admitted. The purchaser claims to be admitted directly as the nominee of the trustees, and contends that it is not necessary that the trustees should be admitted. If the lord had come within a reasonable time he could have called upon the trustees for a tenant, and if a tenant had not been forthcoming, he could have issued a proclamation and seized *quousque*. There is no tenant now. The lord could have compelled the trustees to come on the roll, but he did not do so. The trustees contend that they have still the option to nominate a tenant. They rely on *Glass v. Richardson* (*ubi supra*) as shewing that they can make a good title to a purchaser without being themselves admitted. I am of opinion that this tenant is lawfully put forward under the limitations of the will. The lord cannot now refuse to accept the nomination of the trustees. In *Glass v. Richardson*, in the court below, which is in 9 Hare, p. 698, on p. 701, it was said: "The will of a copyhold tenant, as I apprehend, is nothing more than a direction to the lord as to the person who is to be admitted into the tenancy. The tenant may direct the lord to admit into the tenancy any person who may be nominated by the party who is authorized to sell. . . . It is to be seen, therefore, whether the rights of the lord are interfered with by the copyholder having devised his estates to such uses as his trustees should appoint, and, subject thereto, to the use of his trustees. It is said that they are, because the estate is devised contrary to the common practice of giving a mere authority to sell. But what is the effect of the devise? Only, as I apprehend, to give the devisee a right to be admitted." With the exception of the point that there is no longer any necessity to have a surrender to the uses of the will, I am of opinion that the law on this subject is now precisely the same as it was from most ancient times, and I shall follow the old case which has been cited before me from Croke's reports in the reign of King James I. I therefore over-ride the objections, and declare that a good title has been shewn.—COUNSEL, *Romer, K.C.*, and *J. A. Hay: Tomlin. SOLICITORS, Page & Scorer, for R. A. White, Grantham; Bell, Brodrick, & Gray, for Adam & Son, Oakham.*

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

INGRAM & ROYLE (LIM.) v. SERVICES MARITIMES DU TREPORT. Scrutton, J. 7th Feb.

SHIP—BILL OF LADING—FIRE—SEAWORTHINESS—EXCEPTIONS—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. C. 60), s. 502.

The parties to a bill of lading excluded the operation of section 502 of the Merchant Shipping Act, 1894, which exempts the shipowners from liability for loss or damage by fire. The ship was, in fact, unseaworthy, and the loss was caused by such unseaworthiness.

Held, that as the bill of lading did not in unambiguous terms exempt the shipowners from the obligation to provide a seaworthy ship, they were consequently liable.

The plaintiffs claimed damages from the defendants, owners of the s.s. *Hardy*, for the loss of certain mineral water shipped on board *The Hardy*. Their case was that *The Hardy* was unseaworthy on sailing by reason of a large quantity of metallic sodium stowed in her main hatch, which, if wetted, was liable to explode, and which, in fact, sank the ship. The defendants' case was that the steamer was lost by fire, from liability for which they were protected under section 502 of the Merchant Shipping Act, 1894, or that if lost by fire, or perils of the seas, or negligence of their servants in stowage, they were not liable for such loss under the terms of the bill of lading. The material clauses of the bill of lading were as follows: "(1) Fire on board . . . and all accidents, loss, or damage whatsoever from defects in hull, tackle, apparatus . . . or from perils of the seas . . . or from any act, neglect, or default whatsoever of the master, officers, engineers, crew, stevedores, servants or agents of the owners and/or charterers ashore or afloat in the management, loading, stow-

ing, discharging or navigation of the ship or otherwise, the owners and/or charterers being in no way liable for any consequences of the causes before mentioned. (2) All glass . . . glassware or glass or earthenware goods of any description are carried at shipper's risk. (11) It is agreed that the maintenance by the shipowners of the vessel's class (or in the alternative, failing a class, the exercise by the shipowners and/or charterers or their agents of reasonable care and diligence in connection with the upkeep of the ship) shall be considered a fulfilment of every duty, warranty, or obligation, and whether before or after the commencement of the said voyage." *The Hardy* started on her voyage from Treport to England in the ordinary rough weather of the English Channel. In half an hour after leaving port a heavy sea came on board, and knocked some of the cases of sodium off the hatch. The salt water got at the sodium, and a series of explosions followed. The hatch was broken in and the hold set on fire. The poop and sides of the ship were broken and strained, and began to leak, and the vessel began to settle down by the head. Some sodium falling down the fiddleys caused a fire in the engine-room. The crew were driven into the boats by the flames, and shortly afterwards a very heavy explosion in the hold broke the ship in two, and she sank. The plaintiff's goods, cases of Vichy water, were in the burning hold, and it was doubtful whether they were destroyed by fire or not when the ship went down through the incursion of sea water. The learned judge found the following as facts: (1) That the sodium was shipped in cases insufficiently strong for the voyage, and was stowed with insufficient care and security, having regard to its dangerous character if water came into contact with it; (2) that the plaintiff's goods were lost either by perils of the seas, the entry of the water causing the ship and goods to sink, or by fire, and that if they had not been destroyed by one, they would have been destroyed by the other; (3) that the cause of the fire, or the entry of sea water, was the sodium coming into contact with sea water, and the cause of this again was a peril of the sea, a wave breaking over the ship acting on goods insufficiently packed and insecurely stowed; and (4) that *The Hardy* was unseaworthy on starting on her voyage, and that the unseaworthiness caused the loss. *Cur. adv. vult.*

SCRUTTON, J., in the course of his judgment, said that with regard to section 502 of the Merchant Shipping Act, 1894, on the facts as he had found them, he held that the goods were "lost by reason of fire," and therefore it was immaterial that unseaworthiness caused the fire: *Virginia Carolina Co. v. Norfolk Shipping Co.* (1912, 1 K. B. 229). The only exceptions to the protection given by the statute were (a) if the fire happened with the actual fault or privity of the owner, and (b) if the shipowner by his contract of affreightment had excluded the operation of the statute (*Virginia Carolina Co. v. Norfolk Shipping Co.* (*supra*)), but he found that the fire was without the fault or privity of the owner. It was next said that the parties by the bill of lading had by their contract excluded the operation of the statute, and reliance was placed on the *Virginia case* (*supra*), where Bray, J., and the Court of Appeal held that the operation of the statute was excluded by the bill of lading. He gathered that this decision was based on (1) the words, "to be delivered subject to the clauses and conditions," etc.; (2) the exception "fire on board"; and (3) the provisional liability for unseaworthiness interpreted to be "I will be liable for unseaworthiness causing fire unless reasonable care has been used to prevent it." He was bound by that decision, and it was immaterial whether he would have come to the same conclusion. The defendants next relied on exceptions in the bill of lading. In his lordship's view "fire on board," "perils of the seas," and "any neglect of the officers in the stowing of the ship," only applied if the ship was seaworthy: *The Glenfruin* (10 P. 103). It was said that the last exception expressly covered the case, but ample meaning was given to it by restricting it to negligent stowage damaging the cargo, but not rendering the ship unseaworthy. Lastly, it was said that by clause 11 the shipowners had protected themselves from liability for unseaworthiness. In its widest meaning that clause would allow the shipowners, if they kept up the vessel's class, to refuse to proceed to the port of destination, and even to throw the cargo overboard. Counsel for the defendants shrank from that contention, and suggested that it should be limited to duties arising out of implied warranties. But two of these were to proceed without deviation and without delay; and keeping up the ship's class had nothing to do with those matters. A further restriction might be that it was limited to such matters connected with the upkeep which were not the subjects of class, and that as to them, though in fact they were wrong and the ship was unseaworthy in respect of them, yet if the ship had her class the shipowners were excused; while in matters connected with upkeep which were not the subjects of class, it was enough if the shipowners proved reasonable care in themselves or their agents. If that was the meaning, he was not aware that the stowage on a particular voyage, though dangerous to the ship, affected her class, and if it was not the subject of class, reasonable care was not used by the shipowner's agents in respect thereto. If that were so the clause did not protect the shipowner. He preferred, however, to rest his decision on the wider ground that a shipowner desiring to protect himself from liability for the unseaworthiness of his ship must do so in clear and unambiguous terms, intelligible to ordinary business men: *Nelson v. Nelson* (1908, A. C. 16) and *Elderslie Steamship Co. v. Borthwick* (1905, A. C. 93). In his lordship's view of the clause, although he did not think it applied to unseaworthiness through bad stowage, yet it was at any rate ambiguous both to lawyers and business men, and he held that it did not protect the shipowners. For these

reasons there would be judgment for the plaintiffs for the amount claimed, with costs.—COUNSEL, *Leck, K.C.*, and *Raeburn; Dawson Miller, K.C.*, and *Mackinnon*. SOLICITORS, *Ballantyne, McNair, & Clifford; William A. Crump & Son*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. DAVIES. 17th Feb.

CRIMINAL LAW—TREASURER OF SLATE CLUB—MISAPPROPRIATION OF FUNDS BY—FIAT OF ATTORNEY-GENERAL—LARCENY ACT, 1861 (24 & 25 VICT., c. 96), s. 80—LARCENY ACT, 1901 (1 ED. 7, c. 10), s. 1 (1) A.

The treasurer of a slate club, who was paid about £1 for his services, was convicted under s. 1 (1) (a) of the Larceny Act, 1901, of fraudulently converting the funds of the club to his own use. The point was taken that by virtue of section 80 of the Larceny Act, 1861, the conviction was bad, as the prosecution had been instituted without the fiat of the Attorney-General in accordance with the proviso to that section.

Held, that section 80 of the Larceny Act, 1861, applied only to the persons expressly excluded from the operation of s. 75 of that Act—since repealed—trustees in the ordinary sense of the word, and that the prosecution of the appellant under s. 1 (1) (a) of the Act of 1901, was not for any offence "included" in section 80 of the Act of 1861, within the meaning of the proviso to that section.

Appeal from a conviction under s. 1 (1) (a) of the Larceny Act, 1901, at Worcestershire Assizes, on a trial before Channell, J.—The appellant was the secretary and treasurer of the Old Greyhound Slate Club, Worcester. He was paid a small sum, about £1 a year, for his services. He was appointed under the rules, which were in writing, and was directed under the rules to receive payments from the members and to distribute them in sick pay and share out the balance amongst the members. He was convicted under s. 1 (1) (a) of the Larceny Act, 1901, for that he, having been entrusted by sundry persons with money to the amount of £64 5s. 7d., fraudulently converted the same to his own use. At the trial and on appeal the point was taken that the prosecution could not be instituted without the fiat of the Attorney-General, which had not been obtained, having regard to the terms of the proviso to section 80 of the Larceny Act, 1861.

PHILLIMORE, J., delivered the judgment of the court (DARLING, PHILLIMORE and PICKFORD, JJ.) as follows:—We think that this contention cannot be sustained, and we agree with the view expressed by the learned judge who tried this case. [After referring to section 1 of the Fraudulent Trustees Act, 1857 (20 & 21 VICT., c. 54), and to the case of *Reg. v. Fletcher* (31 L. J. M. C.), decided in 1861, the learned judge continued:—] This statute of 1857 was repealed with many others when a number of Acts were passed in 1861 almost amounting to a code, and amongst them the Larceny Act, 1861 (24 & 25 VICT., c. 96). [The learned judge read section 75.] The first words of the section would appear to cover every form of trusteeship, including that of gratuitous trustees, which forms so large a factor in our social system; but we find in the middle of the section the words, "but nothing in this section contained relating to agents shall affect any trustee in or under any instrument whatsoever, or any mortgagee of any property, real or personal, in respect of any act done by such trustee or mortgagee in relation to the property comprised in or affected by any such trust or mortgage." I should just mention section 76 of the same Act, which deals with the same class of agents as those mentioned in section 75, fraudulently selling, etc., property entrusted to their care. Then comes section 80, which deals with the class of trustee excluded from the operation of section 75. [The learned judge read section 80.] This section therefore provides that no prosecution shall be brought against this body of trustees except with the fiat of the Attorney-General. The language employed in these sections might have been capable of improvement; but it is clear that section 75 dealt with persons who for reward or as part of their business were entrusted with money, whilst section 80 deals with trustees in the ordinary sense of the word—gratuitous trustees, and with the position where a mortgagee is held to be a trustee for the mortgagor. It is obvious that the intention of the Legislature was that no class of trustees were to come within the terms of both sections—75 and 80—because in section 75 it is provided that it is not to affect any trustee in or under any instrument whatsoever, or any mortgagee of any property, in respect of any act done by such trustee or mortgagee in relation to the property under the trust or mortgage. That is the class dealt with in section 80. Under the Larceny Act, 1861, therefore, there was no difficulty in ascertaining in what cases the fiat of the Attorney-General was necessary for a prosecution. The use of the word "included" in section 80 did not enlarge its application to trustees coming within the terms of section 75, because section 75 expressly provided that these trustees and mortgagees—the persons mentioned in section 80—should not come under section 75. The Larceny Act, 1901 (1 ED. 7, c. 10), section 1 (1) (a) under which this appellant was indicted follows the language of section 75 of the Larceny Act, 1861, which was repealed, up to a point. It ceased to require that the trustee or agent should have been appointed in writing and dropped the verbiage by which various "agents" were enumerated in the former section. It provided that: "Whoever being entrusted . . . with any property in order that he may retain in safe custody or apply, pay or deliver, for any purpose or to any person, the property . . . fraudulently converts to his own use . . . the property

. . . shall be guilty of a misdemeanour." This section takes the place of sections 75 and 76 of the Larceny Act, 1861, which were repealed; it did not purport to take the place of section 80 of the former Act, which is still on the Statute Book. Unfortunately, a second sub-section of this Act of 1901 was passed, in my opinion quite unnecessarily, because it does not go the whole length of section 80 of the Larceny Act, 1861. It provides that "Nothing in this section shall apply to or affect any trustee on any express trust created by a deed or will or any mortgagee of any property, real or personal, in respect of any act done by the trustee or mortgagee in relation to the property comprised in or affected by any such trust or mortgage." The question may some day have to be considered whether a trustee within the purview of section 80 of the Larceny Act, 1861, but not within this sub-section, can be prosecuted under section 1 (1) (a) of the Larceny Act, 1901. It is not necessary to consider that now. Before 1901 this appellant would have come under the provisions of section 75 of the Larceny Act, 1861, because he was appointed by an instrument in writing. See *Reg. v. Fletcher* (*ubi supra*). Therefore he could not have come under the provisions of section 80, as in the class of trustees there referred to—who are not to be prosecuted without the fiat of the Attorney-General. Hence in this prosecution, under section 1 (1) (a) of the Larceny Act, 1901, the fiat of the Attorney-General was not necessary, and this appeal fails.—COUNSEL, *H. G. Farrant; R. Coventry*. SOLICITORS, *The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions*.

[Reported by C. G. MORAN, Barrister-at-Law.]

## New Orders, &c. Colonial Stock Act, 1900.

(63 & 64 Vic., c. 62.)

Addition to List of Stocks under Section 2.

In pursuance of section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock registered or inscribed in the United Kingdom:—

Tasmanian Government 4 per cent. Inscribed Stock (1940/1950).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, section 2.)

Treasury Chambers, Whitehall, S.W.,  
12th March, 1913.

## Poor Litigants.

The following amended draft rules of the Supreme Court have been issued:—

### ORDER XVI.

#### PART IV.

*Proceedings by and against Poor Persons.*

22. Any person may be admitted to take or be a party to any legal proceedings as a poor person on satisfying the court or a judge that he has a reasonable cause of action or defence and that his means do not exceed the sum of £50 (excluding his wearing apparel, household goods, tools of trade and the subject-matter of the action) or such larger sum not exceeding £100 as the judge may under special circumstances and having regard to the probable cost of the litigation personally direct.

23. There shall be kept by the prescribed officer in every division of the High Court, and in such District Registries as the Lord Chancellor shall from time to time direct:—

(1) Lists of solicitors and of counsel willing to be assigned to inquire into and report upon the application of any person to take or be a party to any legal proceedings as a poor person.

(2) Lists of solicitors and of counsel willing to be assigned to assist poor persons when admitted in the conduct of the proceedings.

24. A person desirous of being so admitted as a poor person shall make an application in the prescribed form, stating his means; and the name of any proposed party to such proceedings and the nature of the applicant's case, and giving the names and addresses of two or more persons to whom reference can be made.

25. The application shall be referred for inquiry to one or more solicitors or counsel willing to act in the matter and whether named in the list to be kept pursuant to Rule 24 (1) (*sic*) or not, who shall report whether and upon what terms the applicant ought to be admitted as a poor person. For the purpose of their report, the reporters may make such inquiries as they think fit as to the means and position of the applicant and as to the merits of his case, and may require the attendance of the applicant, and may hear any other persons, and may require facts to be proved by affidavit. It shall also be competent to the reporters if and whenever, having regard to the nature of the case before them, they deem it desirable to invite the attendance before them of any opposite party, and in making their report they shall have regard to the probable cost of the litigation in relation to the matter in dispute.

26. Upon the production of the report mentioned in the preceding



paragraph the Court or a Judge may admit the applicant to take or be a party to legal proceedings, as a poor person. And the Court or Judge or proper officer shall assign to the applicant a solicitor and a counsel (whether named in the list kept pursuant to Rule 24 (2) or not) to assist him in the conduct of the proceedings, but no solicitor or counsel who shall have reported on the case shall be so assigned nor shall any co-partner of a solicitor who shall have so reported be so assigned. It shall not be lawful for the applicant to discharge any solicitor or counsel so assigned without the leave of the Court or Judge.

27. A solicitor or counsel assigned under Rule 26 shall not be at liberty to refuse his assistance unless he satisfies the proper officer or the Court or a Judge that he has some good ground for refusing.

28. When a person is applying or is admitted to take or be a party to any legal proceedings as a poor person, he shall not be liable to any court fees nor to pay costs to any other party, except as provided by the Rules of this Order, and no person shall take or agree to take or seek to obtain from him any fees, profit, or reward, either for the inquiry or report or for the conduct of the proceedings; and any person so doing shall be guilty of a contempt of Court. Provided that nothing contained in this rule shall preclude any solicitor or counsel from receiving remuneration out of any fund which may from time to time be created by the Treasury for the payment of the out-of-pocket expenses or other charges of solicitors or the fees of counsel so assigned. If any person so applying or admitted shall give or agree to give any such fee, profit or reward, his application or admission, as the case may be, may be dismissed or struck out, in which case he shall not afterwards be admitted as a party in the same cause as a poor person unless otherwise ordered.

29. Notwithstanding the preceding Rule, costs ordered to be paid to a poor person shall, unless the Court or a Judge shall otherwise order, be taxed as in other cases, and in the event of the Judge certifying that the person ordered to pay such costs has acted unreasonably in prosecuting or defending the proceedings, such costs shall include such fees for solicitor and other expenses (not including fees to counsel unless paid or payable out of such fund as aforesaid) as might properly have been allowed in an ordinary action, and as the taxing master shall determine.

30. When a substantial amount is recovered by a poor person so admitted, the Court or a Judge may order the payment out of the amount so recovered to the solicitor of such taxed costs (not including fees of counsel unless paid or payable out of such fund as aforesaid) as would have been allowed to the solicitor on taxation between himself and his client if he had been retained by his client in the ordinary manner, less such amount as may be recovered from any other party, provided that the total amount so paid out shall not exceed one-fourth of the amount recovered.

31. Any fees or other charges allowed on taxation under either of the preceding Rules which shall have been already paid out of such fund as aforesaid shall be refunded to the Treasury.

32. Every notice of motion, summons or petition on behalf of a poor person (except an application for admission to take or be a party to legal proceedings or for discharge of his solicitor) shall be signed by his solicitor. It shall be the duty of the solicitor to take care that no such application be made without due cause.

Where in the opinion of the Judge any such application has been made without due cause the Court may—

(1) Order that the solicitor shall pay the costs of such application of the opposite party, or,

(2) Order that in the event of the applicant recovering any substantial amount in the action the costs of the opposite party of such application shall be set off against the amount recovered.

33. There shall be no appeal by a person admitted to sue or defend as a poor person under these Rules without the leave of the Court or the Judge by whom the matter is tried or of the Court of Appeal.

34. If any person who has not taken or been a party to any legal proceedings as a poor person in the High Court shall desire to be admitted on the appeal to the Court of Appeal as a poor person, the like procedure shall be followed as is provided by these Rules for the High Court, and the application shall be referred by the Court of Appeal or proper officer for inquiry as if the application were made in that Division of the High Court from which the appeal is brought.

35. The prescribed officer shall be (1) in the Chancery Division such one of the Masters as the Lord Chancellor shall from time to time nominate for the purpose; (2) in the King's Bench Division such one of the Masters as the Lord Chief Justice shall from time to time nominate for the purpose; (3) in the Probate, Divorce and Admiralty Division such one of the Registrars as the President shall from time to time nominate for the purpose; and (4) in a District Registry the District Registrar.

36. The prescribed form of application shall be as follows:—

IN THE HIGH COURT OF JUSTICE, [CHANCERY] DIVISION.

In the matter of an action [or proposed action, or other proceeding as the case may be].

[State the parties to the action, short particulars of the nature of the proposed action, or other proceeding, and the names and addresses of the persons to whom reference may be made.]

I, the above named \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ hereby apply to be admitted as a poor person to prosecute [or defend] the above-mentioned action [or proposed action or other proceeding], and I declare that my means (excluding my wearing apparel, household goods, and tools of trade and

Incorporated  
A.D. 1720.



Head Office.

Governor:  
Sir Neville Lubbock,  
K.C.M.G.

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the subject-matter of the proposed action or other proceeding) do not exceed the sum of £

Signed

To the prescribed officer

## Societies.

### United Law Society.

A meeting of the above society was held on Monday, the 17th of March, at 3, King's Bench-walk, Temple, E.C. Mr. A. T. Settle moved: "That the admission of women to the practice of the law is desirable." Mr. E. S. Cox-Sinclair opposed. The following gentlemen also spoke:—Messrs. J. Ball, Buckmaster, C. P. Blackwell, T. Jameson, R. Primrose, Lennard, S. Webb Johnson, S. E. Redfern. The motion was lost by 10 votes.

## Obituary.

### Sir Richard Nicholson.

Sir Richard Nicholson died on Sunday, the 16th inst., at 19, Cleveland-gardens. Sir Richard, who was eighty-eight years of age, was the fifth son of the late Mr. George Nicholson, solicitor, of Hertford. He was trained as a surveyor, and went to New Zealand at the age of sixteen as a cadet in the New Zealand Company. Joining the surveying staff of that corporation, he was employed to lay out the town of Dunedin. He remained there but a few years, being recalled to England by his father to become a solicitor, when his eldest brother relinquished the practice of the law. He was admitted a solicitor in 1851, and was appointed Clerk of the Peace for Middlesex in 1869, and in 1888 became the first Clerk of the Peace for the County of London. He resigned the position of Clerk of the Peace of Middlesex three or four years ago, but retained the London appointment until his death. Sir Richard Nicholson, whose firm was Messrs. Nicholson, Patterson, and Freeland, retired from practice as a solicitor about a year ago. He was formerly a member of the Council of the Incorporated Law Society. He received the honour of knighthood in 1886.

Sir Richard married first, in 1851, Marion, eldest daughter of Mr. Robert Taylor, surgeon, of Brighton, and, secondly, in 1882, Catherine Leycester, eldest daughter of the late Canon Atkinson, incumbent of Danby, who survives him. There were no children of either marriage.

### Mr. A. Glen, K.C.

We regret to announce the death of Mr. Alexander Glen, K.C., at the age of sixty-three. He was the eldest son of the late William Cunningham Glen, the principal legal adviser to the Local Government Board. He was educated at the Charterhouse, where, after being the head of the school and an exhibitor in 1868, he proceeded to Christ College, Cambridge, on obtaining a foundation scholarship. After graduating as a Wrangler in 1872 he took the Law Tripos, and was called to the Bar at the Middle Temple in 1873. Mr. Glen was a well-known legal writer on local government subjects, his works including "The Law Relating to Highways," "The Law Relating to Public Health," and "The Law of County Government." He was captain of the Cambridge University Rifle Volunteer Brigade, and shot for Cambridge against Oxford in 1871-2, and was in the final stage of the Queen's Prize, Wimbledon, 1871, and at Bisley in 1893. He was the brigade signalling officer of the South London Volunteer Brigade, 1891-6, and was the colonel commanding the Inns of Court Rifle Volunteers in 1905. In 1875 he married Florence Lucy, youngest daughter of the late Rev. Charles Darby Reade.

## THE BRITISH LAW FIRE

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Gentlemen in a position to introduce Business are invited to undertake Agencies within the United Kingdom. No Foreign Business undertaken.

### Mr. A. Robinson.

Mr. Alfred Robinson, LL.B., who died on the 15th inst., in a nursing home in London, aged fifty-three, was a highly-esteemed solicitor and a man of great public usefulness. For many years he had been chairman of the Passmore Edwards Settlement in Tavistock-place, and his devoted service and ever-ready advice were of the greatest value to that institution. In politics he was a consistent Liberal, and was high in the councils of the party in and around Watford, where he lived. His moderation and straightforwardness, however, and the charm of his character were such that he remained on the best of terms with his political opponents.

## Legal News.

### Appointments.

The Attorney-General has appointed Mr. J. AUSTEN-CARTMELL to be Junior Equity Counsel to the Treasury and to the Board of Trade, in succession to Mr. C. H. Sargent, who has been made a Judge of the Chancery Division of the High Court of Justice.

Mr. FRANCIS CHEETHAM WEBB, of Manchester and Dukinfield, has been appointed a Commissioner for Oaths. Mr. Webb was admitted in January, 1907.

Mr. CLAUD FRASER, of the firm of Messrs. Clapham, Fraser, Cook, & Co., has been elected a Director of the British Law Fire Insurance Company.

Mr. CHARLES FITCHER CLARKE, K.C. (Solicitor-General), has been appointed Attorney-General of the Island of Barbados.

We are informed that Mr. P. O. LAWRENCE, K.C., will in future go "special."

### General.

Owing to the arrangements of judicial business in the House of Lords and the Privy Council, Lord Shaw of Dunfermline, chairman of the executive of the Anglo-American Peace Centenary Committee, will be unable to accompany the deputation from that body which is to visit New York in the beginning of May.

The death of Mr. James Westaway, the senior usher of the Lord Chief Justice's Court, occurred on Wednesday, the 13th inst. Mr. Westaway, who had been ailing for some time, was at his post on Monday. He was too ill to attend on Tuesday, and he passed away, the cause of death being bronchitis. Mr. Westaway, who had been connected with the Law Courts for over thirty years, was formerly in the service of Sir John Taylor Coleridge, and afterwards of the late Lord Coleridge, Lord Chief Justice of England.

The Royal Commission on the congestion of legal business have, says the *Times*, adjourned over Easter. They will meet again on the 27th inst., to consider the desirability of making an interim report with a view to meeting the present congestion in the Courts of King's Bench. The proceedings of the Commission have been somewhat delayed by the fact that two of the Commissioners are away. The majority, it is understood, hope that an interim report will be decided on at the next meeting, and that the recommendation will be made in it that another judge should be appointed forthwith.

The Departmental Committee on the Jury System, presided over by Lord Mersey, will, says the *Times*, meet shortly to consider the chairman's report, which awaits signature. It is understood that Lord Mersey hopes that this report will receive the unanimous assent of the Committee. The report, there is reason to believe, will recommend the retention of the special jury, that there should be a slight reduction in the rateable qualification of jurors, and that juries should be remunerated. On the last point all the members of the Committee are

agreed, but not on the first two. A minority of the members of the Committee hold that the special jury should be abolished; but that, if it is retained, the rateable qualification of jurors should be much lower than the majority of the members of the Committee think advisable.

In the House of Commons, on the 13th inst., Mr. Cassel asked the Prime Minister whether it was proposed to introduce and take all stages of the Bill to deal with the decision in *Bowles v. Bank of England* before the 5th of April. Mr. Asquith: No, sir; the necessary legislation will be proposed in a forthcoming Revenue Bill. Mr. Cassel: Is it not the case that after the 5th of April, in accordance with the express decision of the courts, it will be illegal for banks, trustees, and others to make deductions of income-tax, and will not that lead to considerable difficulty and embarrassment? Mr. Asquith: The hon. gentleman can form an opinion as to that. No legislation is possible before the 5th of April. Mr. Butcher: Can banks and companies be expected to deduct income-tax from dividends in a manner which has been declared illegal before the passing of the Finance Act? Mr. Asquith: They must exercise their discretion in that matter.

In the House of Commons, on the 13th inst., Mr. Lane-Fox asked the Secretary to the Treasury if he would state what were the instructions given to Government valuers valuing land under the Finance (1909-10) Act, 1910, in the case of land sold since the passing of the Act, at a loss to the seller on his previous transaction, but above the actual market value; and would such seller, in addition to the loss which he had made on the sale, be taxed on the increment which the valuation would show on the occasion. Mr. Masterman: No special instructions have been issued to the Government valuers valuing land under the Finance (1909-10) Act, 1910, with reference to such cases as those to which the hon. member refers. Assuming that, if the previous transaction was prior to the Act, the owner took advantage of the provisions of section 2 (3), no increment value duty would be payable unless the excess of the price which the seller receives above the market value is greater than the amount by which the value of the site has depreciated during his ownership.

Lord Cullen issued judgment in the Court of Session, Edinburgh, on the 4th inst., in the action by the Commissioners of Inland Revenue against Miss Janie Allan, Greytone, Prestwick, for super-tax on £4,362 of the defender's income of £7,362 4s. 11d. to the 5th of April, 1912. Lord Cullen granted decree against the defender in terms of the conclusions of the summons, with expenses. His lordship's note was as follows:—The defender, Miss Allan, was, under the statutes relating to income-tax, assessed for super-tax for the year ended April, 1912, the sum payable under the assessment being £109 1s. The assessment was in conformity with a return of her income made by the defender for the year in question. The first plea in defence is to the effect that the defender is not due the tax, and the ground stated for it is that as, under the law relating to the Parliamentary franchise women are not persons entitled to vote, they are not persons subjected to payment of income-tax within the meaning of the taxing statutes. This plea is, in my opinion, untenable, it being clear on a construction of these statutes that women are not excluded from their scope. The second plea in defence is to the effect that because the statutes subject women to liabilities for income-tax they are "unjust and oppressive" in respect that women are not admitted to exercise the Parliamentary franchise. This, however, can form no answer in a court of law to an action brought to enforce the statutes according to their terms.

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## Court Papers.

### High Court of Justice.

EASTER VACATION, 1913.

#### NOTICE.

There will be no sitting in court during the Easter Vacation.

During the Easter Vacation all applications "which may require to be immediately or promptly heard" are to be made to the Honourable Mr. Justice Bucknill.

The Honourable Mr. Justice Bucknill will act as Vacation Judge from Thursday, the 20th of March, to Monday, the 31st of March, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Friday, the 28th of March, at 10.30 o'clock. On other days within the above period applications in urgent matters may be made to his lordship by post or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by post, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

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On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

## Winding-up Notices.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Mar. 14.

COMMERCIAL IMPROVEMENTS TRUST, LTD.—Creditors are required, on or before April 15, to send in their names and addresses, and the particulars of their debts or claims, to Frank Tavor Carter, 1 & 2, Broad st. av., Blomfield st., liquidator.

ETHELBERT FOSTER, LTD.—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to Tom Walton, 36, Spring gdns, Manchester, liquidator.

HIGHBURY BREWERY, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Arthur Selmes Taylor, 68, Aldermanbury, liquidator.

IRISH ZINC LEAD SILVER MINES, LTD.—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Green, 52, N-w Broad st., liquidator.

LONDON CHROME TANNERY, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Peat, 11, Ironmonger ln., liquidator.

M.C. SYNDICATE, LTD.—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Green, 52, New Broad st., liquidator.

MOLYBDENITE, LTD.—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Green, 52, New Broad st., liquidator.

PORT ARGENTINE GREAT CENTRAL RAILWAYS CO LTD.—Petn for winding-up, presented Mar 5, directed to be heard April 8. Nicholson & Co. 24, Col. man st., solors for petors. Notice of appearing must reach the above named n.t. later than six o'clock in the afternoon of April 7.

REAL EVERTON TOFFEE CO, LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Oliver Sunderland, 15, Eastcheap, liquidator.

SEE MANUFACTURING CO, LTD.—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to Tom Walton, 36, Spring gdns, Manchester liquidator.

SOUTH KALGULI GOLD MINES, LTD (IN LIQUIDATION).—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Walter Bramall, 529-531, Salisbury House, London Wall. Hepburn & Co, Bird n Hand et, solors to the liquidator.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar. 18.

COBLENTE SYNDICATE LTD.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Ernest H. Neville, Bush in House, Cannon st, liquidator.

COSBY BROOM, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Partridge, 2 Gresham bldgs, Basinghall s. Francis & Johnson, Great Winchester st, solors for the liquidator.

G. J. KERVYN & CO, LTD, NEWPORT, MON (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before April 2 to send their names and addresses, and the particulars of their debts or claims, to Arthur Collins, 28, Baldwin st, Bristol Lyndon & Co, Newport, Mon, solors to the liquidator.

HARRY J. NAYLOR, LTD.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Herbert W. Bowler, 30, North John st, Liverpool, liquidator.

LANCASHIRE SHUTTLE TIP CO, LTD.—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Walter Kenyon, 41, Corporation st, Manchester. C. H. Fickstove, Radcliffe Bridge, Radcliffe solors to the liquidator.

MELLIN'S FOOD COMPANY FOR INDIA, LTD.—Creditors are required, on or before April 15, to send their names and addresses with particulars of their debts or claims, to John James Pilley, Calcutta Works, Redclyffe rd, East Ham, liquidator.

ROAD TRANSPORT CO, LTD.—Petn for winding-up, presented Mar 12 directed to be heard April 8. Wm. Pingree Ellen, 44, Chancery ln, agent for Peace & Darlington, Liverpool, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of April 7.

W. W. A. SYNDICATE, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to C. R. Smith, 72-3, Salisbury house, London Wall, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Mar. 14.

FOREIGN FINANCE AND DEVELOPMENT TRUST, LTD.  
ANGLO-TEUTONIC DEVELOPMENT TRUST, LTD.  
WOODS & GREENHALGH, LTD.  
MOLYBDENITE LTD.  
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"MELLIN'S FOOD" CO, FOR INDIA, LTD.  
COMMON-SENSE FREDERICK CO, LTD.  
THORNTON WHITE FISHERY, LTD.  
WILSON'S (ST JAMES' SQ, MANCHESTER), LTD.  
W. W. A. SYNDICATE, LTD.

MICHEL RODOGANACHI, LTD.  
ORIENTAL BLIND CO, LTD.  
FUEL ENRICHER CO, LTD.  
NATIONAL REVERSIONARY INVESTMENT CO, LTD.

London Gazette.—TUESDAY, Mar. 18.

P. STRAHAN, LTD.  
DARREN GOLD MINING CO, LTD.  
BRITISH AND CONTINENTAL NEGOCIATORS, LTD.  
CONROY & CO, LTD.  
PERRY & GRINSELL, LTD.  
BINGLEY AND DISTRICT FAMILY LAUNDRY CO, LTD.  
SHARP, WALKER & CO, LTD.  
LANCASHIRE SHUTTLE TIP CO, LTD.  
EMPIRE CABINET AND JOINERY WORKS, LTD.  
ITALIAN CONCESSIONS SYNDICATE, LTD.  
T. H. E. SYNDICATE, LTD.  
SHEFFIELD VEGETARIAN RESTAURANT CO, LTD.  
LAWSON AND BAILEY, LTD.  
COBLENTE SYNDICATE, LTD.  
TEMPERANCE HALL SECOND WEDNESDAY MONEY CLUB.  
SALT'S MINING CO, LTD.  
JAMES STRAKER & SON, LTD. (Amalgamation).  
AVIATION WORLD AND INDUSTRIAL DIRECTORY, LTD.  
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J. H. BLUNT, LTD.  
GORAN RIVER TIN SYNDICATE, LTD. (Reconstruction.)

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 18.

ATKINSON, WILLIAM HENRY, Whitehaven, Cambsland April 17 Selkirk v Wester-burg, Sargent, J Pearson, Ulverston, Lancs  
BUTLER, JAMES DENNISOW, Abbedille rd, Clapham Common, Baker April 18 Pearce & Son v Butler, Joyce, J Ward, Walthrook

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar. 14.

BARCLAY, EDGAR, Hampstead April 21 Baileys & Co, Lancers at  
TESWICK, EDWIN, Henton Moor, Henton Norris, Lancs April 5 Grundey, Stockport  
GILES, FREDERICK JOHN, Warrington, Licensed Victualler April 10 Steel, War-  
rington  
BISHOP, MARY ANN LOUISA, Salford rd, Streatham Hill April 15 Oldman & Co,  
Harcourt bldgs, Temple  
BROAD, EDWIN THIERY, Brighton April 30 Broad & Lewis, Bristol  
BROCK, HANNAH, Sewadstone, Essex April 23 Syrett & sons, Finchbury pvt  
BROOKER, EDWARD GODFREY, Fenchurch st, Metal Broker April 12 Tatham & Lousada  
Old Broad st  
YAPLIN, CALDER THOMAS, Southampton April 25 Paris & Co, Southampton  
CLARK, MATTHEW EDWARD, Upper George st, Portman sq April 21 Capel-Cure &  
Ball, Clement's Inn  
COHEN, BARNETT, Gordon sq April 25 Edwin & Co, Trinity st, Southwark  
JOLLIE, GEORGE, Little Chart, Kent, licensed Victualler Mar 25 Hallett & Co,  
Ashford, Kent  
COOK, ALBERT EDWARD, Selly Oak, Worcester, Machine Operator April 14 Ryland &  
Co, Birmingham  
DUNSTERVILLE, Lieut Gen LIONEL D'ARCY, Kidlington, Oxford April 10 Walker & Co  
Theobald's rd, Gray's Inn  
DYMOCK, MATTHEW, Wealdstone, Bullder April 14 Rexworthy & Co, Cheapide  
SOLGUSTON, WILLIAM, Leeds April 15 Markland & Co, Leeds  
FALLNER, SOPHIA LOUISE, Earlsburne April 21 Langham & Swift, Eastbourne  
FORD, SAMPOST HANCOCK, Horton, Staffs, Earthenware Manufacturer April 21 Alcock  
& Aberley, Burslem, Staffs  
FOX, ADA ALICE, Liverpool April 30 Drake & Co, Rood ln  
FULLER, HENRY ARTHUR, St Leonards on sea, Grocer April 20 Smith, Hastings  
GANDY, WILLIAM BARTON, New Brunswick, Merchant May 19 King & Mills,  
Birmingham  
GILLISON, JOHN BROUCH, Lexham gdns, Kensington April 19 Wadson & Malleson,  
D yonshire sq, Bishopsgate  
GOSS, JOHN BOWEN, Shipham, Norfolk, Bullder Feb 19, Girling & Co, East Dereham,  
Norfolk  
GOWING, FRED, Birmingham April 30 Richard & Co, Birmingham  
HARGRAVE, WILLIAM WARD, Ruspur, Sussex May 1 Williams, Southport  
HOLT, ANN, Bolton, Lancs April 12 Winders, Bolton  
HOPTON, JOHN, Cheltenham, Labourer April 25 Euxongey & Fruen, Cheltenham  
HOWELL, JANE, York May 10 Crombie & Sons, York  
JACOBS, ESTHER, Compton rd, Willesden April 12 Budd & Co, Austin friars  
JOSEPH, EDWARD, Mochdre, Montgomery, Farmer April 12 Phillips, Llanidloes, Mont-  
gomery  
KEEN, ROBERT, North Stoke, Oxford April 14 Hatt, Wallingford  
KELLY, FREDERICK BOSHELL, Cambridge April 30 Ginn & Co, Cambridge  
KENWORTHY, JOHN JAMES, Ashton under Lyne, Skia Dealer Mar 31 Pownall & Co  
Ashton under Lyne  
KITCHING, ELIZABETH, Bewdley, Worcester May 1 Marcy & Co, Bewdley  
LANCE, Lieut Gen Sir FREDERICK, KCB, Roehampton April 15 Fitz-Hugh & Co,  
Brighton  
LAWES, THOMAS, City rd, Furniture Manufacturer April 14 Snow & Co, Great St Thomas  
Apostle  
LEADON, THOMAS, Clarence rd, Lower Clapton, Nail Merchant April 23 Syrett & Sons,  
Finsbury pvt  
LEAKER, WILLIAM, Swansea April 14 Evans, Swansea  
LEE, THOMAS, Sale, Farmer April 12 Thistlethwaite & Brownsword, Manchester  
LEWIS, MARY, Chester sq April 12 Black & Co, Queen Victoria st  
LEYBOURNE, HARRIETT, Harborne, Birmingham April 11 Egginton, Birmingham  
NAYLOR, RICHARD, Hartshead Moor, Yorks, Farmer May 9 Chambers & Chambers,  
Brighouse  
NORMIE, JAMES, Spring Garden pl, Stepney, Medical Practitioner May 1 Adams,  
Bow rd

FERRARY, GERTRAUDE BRADFIELD, Stoke Ferry, Norfolk April 1 Reed & Wayman  
Dewham Market  
FINN, EDWARD, Bernersday April 14 Topham, Boro' High at  
GOR, The Right Rev FIELD FLOWERS, Ridgway pl, Wimbledon May 13 Allisons &  
Staniland, Louth  
GOUCHER, JOHN, Hove, Sussex April 14 Peckett, Brighton  
HAUGHTON, BARBARA EMMA, Worthing April 18 Tylee & Co, Essex st, Strand  
HAYNE, SYBNEY, Stansted, Essex April 26 Nockolds & Wade, Bishop's Stortford  
HELLYWELL, JOHN BARCROFT, Stanstead, Toddmore April 23 Crosley, Toddmore  
KAY JOHN, Shipley, Yorks, Walsstone Tresser April 1 Ratcliffe & Greenwood,  
Bradford  
KAY, MARTHA HANNAH, Shipley, Yorks April 1 Ratcliffe & Greenwood, Bradford  
KING, JOHN, High st, Uxbridge, Printer April 21 Garner & Sons, Uxbridge  
LEE, THOMAS BUSFIELD, Heaton, Bradford, Cloth Merchant April 3 Horner & Samp-  
son, Bradford  
LYNES, ROBE T FRANCIS, Wyke Regis, Weymouth Mar 29 Pengilly, Weymouth  
MCGOWAN, JOHN, Exeter April 15 Mason & Dutton, Chester  
MARTIN, MARY, Uxbridge rd, Hanwell April 15 Sparkes & Co, Exeter  
MERSON, SELINA, Waterloo rd, Upton Park, Essex April 22 Pearce & Co, Plaisth ln,  
Upton Park  
NELL, JAMES, Fotherby, Lincoln May 13 Allisons & Staniland, Louth  
TUNCHARD, MARY, Chelston, Torquay April 15 Snow & Co, Great St Thomas Apostle  
RIVER, Captain WILLIAM NEVILLE, St Columb, Cornwall April 14 M. dillon & Co, Old  
Jewry  
SHERBORN, JOHN, Exeter April 14 Friend & Tarbet, Exeter  
SHAW, GEORGE FISHER, Peterborough, cattle Dealer April 15 Morry, Spalding  
SMITH, JOHN, Upton Bishop, Hereford, Farmer May 15 Thorpe, Ross  
SMITH-AINSLEY, GEORGE, Hove, Sussex April 30 Stuckey & Co, Brighton  
SNAPE, MARY CONSTANCE, Welbeck st April 30 Johnson & Co, New sq, Lincoln's Inn  
STEEL, MARY ANN, Carlisle April 14 Clutterbuck & Co, Carlisle  
TELFER, LUCY EMILY, Sheffield April 14 Machen, Sheffield  
THACKRAY, JAMES, Pateley Bridge, Yorks Mar 31 Edmundson & Gowlard, Ripon  
THOMAS, EMILIE EMMIE, Heathfield, Sussex April 22 Mann, Heathfield  
THOMSON, WILLIAM, South Otterington, Yorks, Farmer April 5 Gardner, North-  
alerton  
TULE, ARTH' R, Bournemouth April 15 Collisdon & Co, Bedford row  
TURNER, MARTHA ANNE, Bushbury, Staffs May 1 Hall, Wolverhampton  
WATKINS, WILLIAM, Bolton le Sands, Lancs April 15 Hall & Co, Lancaster  
WEAVER, BETTY, Golcar April 20 Owen & Bailey, Huddersfield  
WHEELER, THERESA JANE, Wedbourne glns April 23 Collisdon & Co, Bedford row  
WHITE, WILLIAM FORNBERG, Cardiff April 30 Cousins & Botsford, Cardiff  
WOOD, "ABRAH, West hill, Sydenham April 30 Hubbard & Co, Cannon at  
WRIGHT, ESTHER, Bletton High near Shrewsbury April 26 G R & C E Waco, Shrewsbury

DEVEREUX, WILLIAM, Weybread, Suffolk Mar 25 at 12.30  
 Off Rec, 34, Princess st, Ipswich  
 DROWLEY, WILLIAM JOHN, and ERNEST BONNEE ARTHUR  
 ALLEN, Working, Builders Mar 28 at 11 Bankruptcy  
 bldgs, Carey st  
 FARRINGTON, JOSEPH, Ancoats, Manchester, Contractor  
 Mar 27 at 2.30 Off Rec, Byrom st, Manchester  
 GINN, ALFRED, Potton, Beds, Hay Merchant Mar 27 at 11  
 Lion Hotel, Bedford  
 GIRLING, LEONARD JAMES, Khedive rd, Forest Gate,  
 West Ham Mar 27 at 11 Bankruptcy bldgs, Carey st  
 GREBBIN, WILLIAM, Newcastle upon Tyne, General Carrier  
 Mar 26 at 11 Off Rec, 30, Mosely st, Newcastle upon  
 Tyne  
 HARRYMAN, EDMUND, Blackheath, Kent Mar 26 at 12  
 132, York rd, Westminster Bridge rd  
 HOUSDES, CHARLES, Warwick rd, Upper Clapton, Grocer  
 Mar 28 at 11.30 Bankruptcy bldgs, Carey st  
 JACOBSON, MORRIS, Hightown, Manchester Hardware  
 Dealer Mar 27 at 2.30 Off Rec, Byrom st, Man-  
 chester  
 JENKINS, HENRY JOHN, Bolton gdns, Kensal Rise, Willen-  
 den, Joinery Manufacturer Mar 31 at 11.30 Bank-  
 ruptcy bldgs, Carey st  
 JENKINS, THOMAS HENRY D'ALTRY, Snelton Market,  
 Nottingham Florist Mar 27 at 11 Off Rec 4, Castle  
 pl, Park st, Nottingham  
 JOHNSON, EVA MAY, Sheffield, Fruit Salesman Mar 27  
 at 11.30 Off Rec, Flogate ln, Sheffield  
 LAKE, ALFRED GEORGE, Fitcham Camp, Wilts, Green-  
 cover Mar 25 at 1 Off Rec, City chmbrs, Catherine  
 st, Salisbury  
 MALCOLM, IRVING, Chester sq Mar 31 at 11 Bankruptcy  
 bldgs, Carey st  
 MARX, M & Co Greatham house, Old Broad st Mar 31 at  
 12 Bankruptcy bldgs, Carey st  
 MAY, WALTER, Grays, Essex, Baker Mar 28 at 1 Bank-  
 ruptcy bldgs, Carey st  
 MITCHELL, JOHN and FREDERICK MITCHELL, Ardwick,  
 Manchester Electrical Engineers Mar 27 at 2.45  
 Off Rec, Byrom st, Manchester  
 MOHAM, ROBERT JAMES, Braasted, Kent, Butcher Mar 26  
 at 11.30 Off Rec, 12a, Marlborough pl, Brighton  
 ORME, EDWARD, Poston, Derby, Farmer Mar 27 at 10.15  
 Court House, 30, St Peter's churchyard, Derby  
 PAIN, GEORGE WILLIAM CHARLES, Nottingham, Tailor  
 Mar 27 at 3 Off Rec, 4, Castle pl, Park st, Notting-  
 ham  
 PARRY, TOM, Duxmore, Ross, Hereford, Butcher Mar 25  
 at 12.30 Off Rec, Hereford  
 PICKER, HARRY GUNNEY WALKER, Lee, Automobile  
 Engineer Mar 26 at 11.30 132, York rd, Westminster  
 Bridge rd  
 PURSER, ALFRED, Baylis Court Farm, nr Slough, Bucks  
 Farm Manager Mar 27 at 13 Off Rec, 14, Bedford  
 row  
 RICHARDSON, LEOPOLD WALTER, Coudon, Surrey,  
 Builder Mar 28 at 11 131, York rd, Westminster  
 Bridge rd  
 ROBINSON, SAMUEL, Chertsey, Schoolmaster Mar 26  
 at 2.30 132, York rd, Westminster Bridge rd  
 SMITH, SAMUEL, Widnes, Lancs, Music Dealer Mar 27 at  
 11 Off Rec, 11, Dale st, Liverpool  
 TEMPLE-BARROW, COURTESAY WILLIAM, Penrhyn-  
 drath, Merionethshire Mar 26 at 2.30 Crypt chmbrs,  
 Chester  
 THOMAS, SAMUEL, Llwynypïa, Glam, Underground  
 Hauler Mar 27 at 11.30 Off Rec, St Catherine  
 street, St Catherine's, Pontypridd  
 WATSON, PARKER, Bilsdale, Yorks, Tailor Mar 27 at 11.45  
 Off Rec, Court chmbrs, Albert rd, Middlesbrough



WILLOUGHBY, RICHARD PAUL, Bannanhorne, Cornwall, Farmer Mar 25 at 12 O'Clock, 15, Princes st, Truro

#### ADJUDICATIONS.

ASHCROFT, MARY JANE, Sale, Cheshire, Paint Merchant Manchester Pet Feb 7 Ord Mar 11  
BRADLEY, CYRIL CHARLES, Thurston, Suffolk, Insurance Agent Bury St Edmunds Pet Mar 11 Ord Mar 11  
BRISTON, ALBERT GEORGE, Wootton Bassett, Wilts, Farmer Swindon Pet Mar 11 Ord Mar 11  
BRIDGER, WALTER HENRY, Worthing, Baker Brighton Pet Feb 20 Ord Mar 11  
BROWN, ALBERT CHARLES, Netherfield, Notts, Grocer Nottingham Pet Mar 11 Ord Mar 11  
CORNELIUS, HENRY MICHAEL, Clapham rd, Clapham, Tea Room Proprietor High Court Pet Mar 10 Ord Mar 10  
COURTIER, OSCAR JAMES, Teignmouth, Refreshment House Keeper Exeter Pet Mar 11 Ord Mar 11  
DAY, JAMES ALBERT, Cinderford, Glos, Fruiterer Gloucester Pet Mar 11 Ord Mar 11  
DAY, CHARLES GREGORY, Great James st, Bedford row, Solicitor High Court Pet Dec 31 Ord Mar 10  
DE MURRIETA, CRISTOBAL JOSE, George st, Hanover sq, High Court Pet Jan 27 Ord Mar 11  
DEVEREAUX, WILLIAM, Weybread, Suffolk Ipswich Pet Mar 10 Ord Mar 10  
FISHER, BENSON GEORGE, Brighton, Tea Dealer Brighton Pet Mar 4 Ord Mar 7  
GILL, ALBERT EDWARD, Leeds, Confectioner Leeds Pet Mar 12 Ord Mar 12  
GIRLING, LEONARD JAMES, Khedive rd, Forest Gate, Messenger High Court Pet Mar 10 Ord Mar 10  
GOFFY, GEORGE, Barnstable, Tailor, Barnstable Pet Mar 11 Ord Mar 11  
GOSDEN, HERBERT, Uxbridge, Provision Dealer Windsor Pet Mar 11 Ord Mar 11  
GREENE, JNA MARY, Sandgate, Kent Canterbury Pet Mar 10 Ord Mar 10  
HARRIS, WILLIAM HENRY, Boscombe, Hants, Stationer Fole Pet Feb 17 Ord Mar 10  
HARRISMAN, EDMUND, Blackheath, Kent Greenwich Pet Mar 8 Ord Mar 8  
HARVEY, FRANK GRIPTON, Dudley, Tobacconist Dudley Pet Mar 10 Ord Mar 10  
HEAL, ARTHUR JOHN, Richmond rd, Earl's Court, Clerk High Court Pet Nov 7 Ord Mar 8  
HORTON, EDWARD JOSEPH, Sheffield Sheffield Pet Feb 11 Ord Mar 11  
JACOBSON, MORRIS, Hightown, Manchester, Hardware Dealer Manchester Pet Feb 26 Ord Mar 11  
JENKINS, HENRY JOHN, Kensal Rise, Willesden, Joinery Manufacturer High Court Pet Mar 12 Ord Mar 12  
LAKES, ALFRED GEORGE, Collingbourne Ducs, Wilts, Greengrocer Salisbury Pet Mar 10 Ord Mar 10  
LEACHMAN, EDWARD CLAUDE, High Court Pet Dec 19 Ord Mar 12  
LOVE, MYER, Sheffield, Tailor Sheffield Pet Mar 11 Ord Mar 11  
MOSSMAN, JOHN HAY, Wakefield, Tailor, Wakefield Pet Mar 10 Ord Mar 10  
ORME, EDWARD, Foston, Derbyshire, Farmer Barton on Trent Pet Mar 10 Ord Mar 10  
OSBORNE, ALBERT EDWARD, Mile End, Portsmouth, Corn Merchant Portsmouth Pet Mar 10 Ord Mar 10  
OWEN, EDWARD M'KREITH, Blaenau Ffestiniog, Merioneth, General Merchant Portmadoc Pet Mar 10 Ord Mar 10  
PAGE, LEONARD GEORGE, Pall Mall High Court Pet Jan 1 Ord Mar 12  
PARRY, JOHN ALED, Blaenau Ffestiniog, Merioneth, Grocer Portmadoc Pet Mar 10 Ord Mar 10  
PEARSON, JOHN WILLIAM JAMES, Middlesbrough, Sampler Middlesbrough Pet Mar 11 Ord Mar 11  
PEDERSON, ALFRED, Middlesbrough, Seamen's Outfitter Middlesbrough Pet Mar 11 Ord Mar 11  
PHILLIPS, GEORGE BRAYDON, Clifton rd, Malda Vale Theatrical Manager High Court Pet Jan 29 Ord Mar 12  
POPLEWELL, HERBERT VARLEY, Yeasdon, Yorks, Licensed Victualler Leeds Pet Mar 10 Ord Mar 10  
PRICHARD, ALBERT CHARLES, Sketty, nr Swansea, Grocer Swansea Pet Mar 10 Ord Mar 10  
PURNELL, WILLIAM, Roman rd, Barnsbury, Provision Dealer High Court Pet Jan 17 Ord Mar 12  
READ, HERBERT, Christian Malford, Wilts, Farmer Bath Pet Feb 22 Ord Mar 11

RISDON, JOHN GOLDSWORTHY, Laton, Sweet Confectioner Luton Pet Mar 12 Ord Mar 12  
RODGERS, JOHN ALFRED, Blackburn, Engineer Blackburn Pet Feb 18 Ord Feb 18  
SCHORAH, AROLD, Royston, Yorks, Joiner Barnsley Pet Mar 12 Ord Mar 12  
SEAL, TOM, Ackworth Moor Top, York, General Dealer Wakefield Pet Mar 12 Ord Mar 12  
SMITH, SAMUEL, Widnes, Music Dealer Liverpool Pet Mar 10 Ord Mar 10  
THOMAS, SAMUEL, Lwyrynpia, Glam, Underground Haulier Pontypridd Pet Mar 11 Ord Mar 11  
THOMAS, WILLIAM ALFRED, Hereford Cheltenham Pet Mar 7 Ord Mar 7  
TICKNER, GEORGE, Bouverie st, Fleet st, Secretary High Court Pet Jan 29 Ord Mar 12  
WALKER, RICHARD COULSON, Great Grimsby, Engineer Great Grimsby Pet Mar 10 Ord Mar 10  
WILSON, FREDERICK HAMMOND, Slough, Bucks, Laundry Proprietor Windsor Pet Jan 25 Ord Mar 11

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.  
LOYD, ROBERT JOHN HENRY, Abernethie st High Court Rec Ord Dec 19, 1906, Adjud Jan 16, 1907 Res Annull Mar 12, 1913

ADJUDICATION ANNULLLED.  
HARRIES, THOMAS NASH, Dinas Cross, Pembrokehire Farmer Carmarthen Adjud Feb 18, 1903 Annull Mar 7, 1913  
MACDONALD, GRANT WILLIAM, Spalding, Lincs Peterborough Adjud Sept 1, 1901 Annull Mar 7, 1913  
Add Receiving Orders  
BRAIN, ALBERT GEORGE, Wootton Bassett, Wilts, Farmer Swindon Pet Mar 11 Ord Mar 11  
CLELAND, DOUGLAS M HOLLAMBY, Barnes, Land Agent Wandsworth Pet Feb 14 Ord Mar 11  
GOSDEN, HERBERT, St Andrews, Uxbridge, Provision Dealer Windsor Pet Mar 11 Ord Mar 11  
HOBTON, EDWARD JOSEPH, Sheffield Sheffield Pet Feb 11 Ord Mar 11  
LAKES, ALFRED GEORGE, Tidworth Camp, Wilts, Greengrocer Salisbury Pet Mar 10 Ord Mar 10  
LOVE, MYER, Sheffield, Tailor Sheffield Pet Mar 11 Ord Mar 11  
MACKENZIE, A. Garratt In, Wandsworth, Provision Dealer Wandsworth Pet Feb 5 Ord Mar 11  
MOSSMAN, JOHN HAY, Wakefield, Tailor Wakefield Pet Mar 10 Ord Mar 10  
MOXHAM, ROBERT JAMES, Braided, Kent, Butcher Tunbridge Wells Pet Mar 11 Ord Mar 11  
OSBORNE, ALBERT EDWARD, Mile End, Portsmouth, Corn Merchant Portsmouth Pet Mar 10 Ord Mar 10  
OWEN, EDWARD M'KREITH, Blaenau Ffestiniog, Merioneth, General Merchant Portmadoc Pet Mar 10 Ord Mar 10  
PARRY, JOHN ALED, Blaenau Ffestiniog, Merioneth, Grocer Portmadoc Pet Mar 10 Ord Mar 10  
PRITCHARD, ALBERT CHARLES, Sketty, nr Swansea, Grocer Swansea Pet Mar 10 Ord Mar 10  
RANDALL, ALBERT WALLACE, Tenby, Pembroke, Mechanical Engineer Pembroke Dock Pet Feb 18 Ord Mar 12  
SEAL, TOM, Ackworth Moor Top, Yorks, General Dealer Wakefield Pet Mar 12 Ord Mar 12  
THOMAS, SAMUEL, Lwyrynpia, Glam, Underground Haulier Pontypridd Pet Mar 11 Ord Mar 11  
Amended Notice substituted for that published in the London Gazette of Feb 25:  
HOLMES, EDWARD JAMES, Earlsfield, Wandsworth, Tobacco Dealer Pet Jan 29 Ord Feb 29  
Amended notice substituted for that published in the London Gazette of Mar 7:  
FISHER, BENSON GEORGE, Brighton, Tea Dealer Brighton Pet Mar 4 Ord Mar 4  
London Gazette.—TUESDAY, MAR. 13.  
RECEIVING ORDERS.  
ALLANSON, GEORGE ROBERT, Thirsk, Yorks, Saddler Northampton Pet Mar 14 Ord Mar 14  
BOWRY, EDWIN CHARLES, York, Photographer York Pet Mar 15 Ord Mar 15  
CATTLE, JAMES EDWARD, Caple rd, Harlesden, Commercial Traveller High Court Pet Mar 15 Ord Mar 15  
COHEN, MAYER, Manchester, Shipping Merchant Manchester Pet Mar 6 Ord Mar 13

COUGHLAN, ETHELL, Reading Reading Pet Jan 22 Ord Mar 13  
COVELL, FRANK JOYCE, Abbey mans, Herne Hill, Meat Traveller High Court Pet Mar 13 Ord Mar 13  
CUTLER, JOHN HENRY, Stoney Houghton, Pleasley, Derby, Farmer Nottingham Pet Mar 14 Ord Mar 14  
DAVIES, JENKIN THOMAS, Blaina, M-n, Licensed Victualler Tr degar Pet Mar 13 Ord Mar 13  
DAVIES, OWEN, Llanbadarn Ffestiniog, Cardigan, Farmer Aberystwyth Pet Mar 11 Ord Mar 13  
DOCKRELL, GEORGE SHANKS, Abbey ct, St John's Wood High Court Pet Feb 15 Ord Mar 14  
DORROFFIELD, ROBERT, Hemel Hempstead, Herts, Coal Merchant St Albans Pet Mar 14 Ord Mar 14  
DUHESNY, EDWARD WILLIAM, Brighton, Butcher Brighton Pet Mar 13 Ord Mar 13  
DUNKELSHUELL, REGINALD JOHN, Brook st, Grosvenor sq High Court Pet Jan 23 Ord Mar 14  
FLOWER, WILLIAM REGINALD, West Staff, nr Dorchester, Farmer Dorchester Pet Mar 12 Ord Mar 13  
FULLERTON, JAMES, Hartington rd, Chiswick, Commercial Traveller Brentford Pet Mar 13 Ord Mar 13  
FUSSELL, THOMAS THORNTON, Clench Common, Marlborough Haulier Swindon Pet Mar 13 Ord Mar 13  
GIBSON, JOSEPH, Snelinton, Nottingham, Fruit Merchant Nottingham Pet Mar 13 Ord Mar 13  
GIRLING, CLEMENT, Market Deeping, Lincs, Grocer Peterborough Pet Feb 14 Ord Mar 14  
GODRICH, WILLIAM FRANCES, Wickham, Hants, Miller, Portsmouth Pet Mar 13 Ord Mar 13  
GOLD, KATHERINE, Holmleigh rd, Stamford Hill High Court Pet Feb 19 Ord Mar 14  
GRAY, T and SONS, Tinsley near Sheffield, Builders Sheffield Pet Mar 7 Ord Mar 13  
HANNAFORD, WILLIAM HENRY, Titchfield, Hants, Farmer Portsmouth Pet Mar 7 Ord Mar 13  
HARPHAM, ALFRED, Rugby, Iron Turner Coventry Pet Mar 13 Ord Mar 13  
HOLDER, HENRY JAMES, Prestbury, Glos, Market Gardener Cheltenham Pet Mar 15 Ord Mar 15  
JEFFRIES, FRANK, Sandiacre, Derby, Engine Driver Derby Pet Mar 14 Ord Mar 14  
JOHNS, WILLIAM GEORGE FREDERICK, Sh-e-burgness, Essex, Grocer's Assistant Chelmsford Pet Mar 15 Ord Mar 15  
KING, TOM TURNBULL, Lower Bourne, Farnham, Butcher Guildford Pet Mar 14 Ord Mar 14  
MACKLIN, F, Winchester, Builder Winchester, Pet Mar 4 Ord Mar 14  
MEATES, SIDNEY EDWIN, Copthall av, Stockbroker High Court Pet Jan 18 Ord Mar 12  
MILNER, JOHN WILLIAM, Bollington, nr Macclesfield, Miller Macclesfield Pet Feb 15 Ord Mar 11  
MITCHELL, FRANK, Jermynt st High Court Pet Jan 17 Ord Mar 12  
PAUL, FRANK GEORGE, Newtown, Bristol Bristol Pet Mar 14 Ord Mar 14  
PENNELL, THOMAS, Burton, Westmorland, Butcher Kendal Pet Feb 15 Ord Mar 13  
ROSE, JACOB, Commercial rd, Whitechapel, Hardware Merchant High Court Pet Mar 14 Ord Mar 14  
SHEPHERD, THOMAS ARTHUR, Lovelace gdns, Surbiton, Surrey, a Member of the London Stock Exchange High Court Pet Mar 15 Ord Mar 15  
STEEL, ERNEST JOHN, CRAWLEY, SUSSEX, Motor Agent Brighton Pet Mar 14 Ord Mar 14  
STRANGEWAY, ARTHUR THOMAS, Walmgate, York, Hay Merchant York Pet Mar 14 Ord Mar 14  
STURBINS, JOEL, Littleport, Isle of Ely, Cambs, Inn keeper Cambridge Pet Mar 12 Ord Mar 12  
TAYLOR, HAROLD, Oldham, Lancaster Oldham Pet Mar 13 Ord Mar 13  
TURNIDGE, SELINA FRANCES, Leigh on Sea, Essex, General Dealer Chelmsford Pet Mar 13 Ord Mar 13  
WADSWORTH, CHRISTABELLA, Castleford, Yorks, Confectioner Wakefield Pet Mar 14 Ord Mar 14  
WALKER, JOHN EDWARD, Old Trafford, Lincs, Corn Traveller Salford Pet Mar 14 Ord Mar 14  
WHITWORTH, JOHN WOLSEY, Davies st, Berkeley sq, Antique Dealer High Court Pet Feb 12 Ord Mar 13  
WILKINSON, WILLIAM BALL, Crumppall, near Manchester, Credit Draper Salford Pet Mar 14 Ord Mar 14  
YOUNG, EDWARD, Coddington, Nottinghamshire, Inn keeper Nottingham Pet Mar 14 Ord Mar 14  
RECEIVING ORDER RESCINDED.  
WORTENCROFT, ALFRED WILLIAM, Southport Liverpool Rec Ord Feb 6, 1913 Res Mar 14, 1913

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation  
Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

## POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

## FIRST MEETINGS.

ALLAN, JOHN, Kendal, Westmorland, Grocer Mar 23 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

BARNARD, THOMAS, Delamere, Chester, Farmer Mar 27 at 12 Off Rec, King st, Newcastle, Staffs

BEAN, ARTHUR GEORGE, Norwich, Corn Merchant Mar 29 at 12.30 Off Rec, 5, King st, Norwich

BIDGOOD, HERBERT CHARLES, Master, Glam, Collier Mar 26 at 3.30 117, St Mary st, Cardiff

BOSOM, THOMAS, Wallingford, B-ria, Coal Merchant Mar 26 at 12, 1, St Aldate's, Oxford

BOWRY, EDWIN CHARLES, York, Photographer Mar 27 at 3.30 Off Rec, The Red House, Duncombe pl, York

BRAIN, ALBERT GEORGE, Woodton Bassett, Wills, Farmer Mar 27 at 11 Off Rec, 28, Regent circus, Swindon

CATTLE, JAMES EDWARD, Caple rd, Harlesden, Commercial Traveller April 3 at 1 Bankruptcy bldgs, Carey st

CLELAND-HOLLAND, DOUGLAS M, Barnes, Land Agent Mar 31 at 11.30 132, York rd, Westminster Bridge rd

COHEN, MAYER, West Didsbury, Manchester, Shipping Merchant Mar 28 at 8 Off Rec, Hyrom st, Manchester

COVELL, FRANK JOYCE, Abbey mans, Herne Hill, Meat Traveller April 3 at 12 Bankruptcy bldgs, Carey st

DAVIES, OWEN, Llanbadarn, Trefegwla, Cardiganshire, Farmer Mar 27 at 1.30 4, Baker st, Aberystwyth

DAVIS, JAMES ALBERT, Clunderford, Glouce, Fruiterer Mar 27 at 12 Off Rec, Station rd, Gloucester

DOCKRELL, GEORGE SHANNON, Abbey ct, St John's Wood, April 3 at 11 Bankruptcy bldgs, Carey st

DUBENEY, EDWARD WILLIAM, Brighton, Butcher Mar 26 at 11 Off Rec, 12A, Marlborough pl, Brighton

DUNKELSHUELER, REGINALD JOHN, Brook st, Grosvenor sq April 3 at 11.30 Bankruptcy bldgs, Carey st

FUSSELL, THOMAS THORNTON, Clench Common, Marlborough, Haulier Mar 27 at 11.30 Off Rec, 38, Regent circus, Swindon

GILL, ALBERT EDWARD, Leeds, Confectioner Mar 27 at 11.30 Off Rec, 54, Bond st, Leeds

GOLD, KATHERINE, Holmleigh rd, Stamford hill April 2 at 12 Bankruptcy bldgs, Carey st

GODDEN, HERBERT, 84 Andrews, Uxbridge, Provision Dealer Mar 31 at 12 Off Rec, 14, Bedford row

GRAHAM, WILLIAM, Bolton, Westmorland, Farmer Mar 29 at 12 The George Hotel, Penrith

GREENE, IRA MARY, Sandgate, Kent Mar 29 at 12 Off Rec, 68A, Castle st, Canterbury

HARTMAN, ALFRED, Rugby, Iron Turner Mar 26 at 12 Off Rec, 4, High st, Coventry

HARVEY, FRANK GRIPTON, Dudley, Worcester, Tobaccoist Mar 27 at 12 Off Rec, 1, Priory st, Dudley

HULLY, FRANCIS, Orton, Westmorland, Butcher Mar 28 at 11.45 Off Rec, 16, Cornwallis st, Barrow in Furness

LOVE, MYER, Sheffield, Tailor Mar 27 at 12.30 Off Rec, Flatree ln, Sheffield

MACKENZIE, A. GERRAT, In, Wandsworth, Provision Dealer Mar 31 at 11 132, York rd, Westminster Bridge rd

MACLELLIN, F. WINCHESTER, Bullder Mar 26 at 11 Off Rec, Midland Bank chmbs, High st, Southampton

MEATES, SIDNEY EDWIN, Cophall av, Stockbroker April 2 at 11.30 Bankruptcy bldgs, Carey st

MILNER, JOHN WILLIAM, Bollington, nr Macclesfield, Miller Mar 27 at 3.45 Off Rec, 23, King Edward st, Macclesfield

MITCHELL, FRANK Jermyn st April 2 at 11 Bankruptcy bldgs, Carey st

MOSSMAN, JOHN HAY, Wakefield, Tailor Mar 27 at 11 Off Rec, 31, King st, Wakefield

OSBORNE, ALBERT EDWARD, Lan Iport, Portsmouth, Corn Merchant April 7 at 3 Off Rec, Cambridge junc, High st, Portsmouth

PEARSON, JOHN WILLIAM JAMES, Middlesbrough, Sampler Mar 29 at 11.45 Off Rec, Court chmbs, Albert rd, Middlesbrough

PEDERSEN, ALFRED, Middlesbrough, Seamen's Outfitter Mar 29 at 11.30 Off Rec, Court chmbs, Albert rd, Middlesbrough

POPPLWELL, HERBERT VARLEY, Yeadon, Yorks, Licensed Victualler Mar 27 at 11 Off Rec, 24, Bond st, Leeds

PRICHARD, ALBERT CHARLES, Sketty, nr Swansea, Grocer Mar 27 at 11 Off Rec, Government bldgs, St Mary st, Swansea

RANDALL, ALBERT WALLACE, Tenby, Pembroke, Motor Engineer Mar 26 at 12.30 Off Rec, 4, Queen st, Carnarthen

ROEDER, KARL, North End rd, Golders Green, Merchant, Mar 28 at 12 Off Rec, 14, Bedford row

ROSE, JACOB, Commercial rd, Whitechapel, Hardware Merchant April 2 at 1 Bankruptcy bldgs, Carey st

SANO, JOHN EDWARD, New Cross rd, Doctor Mar 31 at 2.30 132, York rd, Westminster Bridge rd

SCHORAH, HAROLD, Royston, Yorks, Joiner Mar 28 at 10 Off Rec, County Court Hall, Regent st (Eastgate entrance), Barnsley

SCOTT, MELVILLE STUART, Merton Park, Surrey Mar 26 at 3 Off Rec, 1, Berridge st, Leicester

SEAL, TOM, Ackworth Moor Top, Yorks, General Dealer Mar 27 at 11.30 Off Rec, 31, King st, Wakefield

SHEPARD, THOMAS ARTHUR, Surbiton, A Member of the London Stock Exchange April 2 at 11 Bankruptcy bldgs, Carey st

STEEL, KENNETH JOHN, Crawley, Sussex, Motor Agent Mar 28 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

STEWART, ERNEST WILLIAM and MARK THOMAS STEWART, Norwich, China Warehousemen Mar 26 at 2 Off Rec, 8, King st, Norwich

STRANGWAY, ARTHUR THOMAS, York, Hay Merchant Mar 27 at 3 Off Rec, The Red House, Duncombe pl, York

STUBBINS, JOEL, Littleport, Cambridge, Innkeeper Mar 26 at 2.30 The Marquis of Granby Hotel, Littleport

TAYLOR, HAROLD, Oldham April 1 at 11.30 Off Rec, Graves st, Oldham

VERREY, ALBERT, Bristol, Furniture Broker Mar 26 at 11.30 Off Rec, 36, Baldwin st, Bristol

WALKER, RICHARD COULSON, Great Grimsby, Engineer Mar 26 at 11 Off Rec, St Mary's chmbs, Great Grimsby

WATKINS, ZACHARIAH, Penydarren, Merthyr Tydfil, Painter April 2 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil

WHITTINGHAM, WILLIAM, St Anna on the Sea, Lanca, Solicitor Mar 26 at 11 Off Rec, 13, Winckley st, Preston

WHITWORTH, JOHN WOLSEY, Davies st, Berkeley sq, Antique Dealer April 2 at 11.30 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

ALLANSON, GEORGE ROBERT, Thirsk, Yorks, Saddler Northallerton Pet Mar 14 Ord Mar 14

BARNARD, THOMAS, Delamere, Cheshire, Farmer Crowe Pet Feb 27 Ord Mar 15

BISTE, GEORGE, Old Kent rd, Food Specialist High Court Pet Feb 13 Ord Mar 13

BOWRY, EDWIN CHARLES, York, Photographer York Pet Mar 15 Ord Mar 15

BROWN, BERNARD, Croxted rd, West Dulwich High Court Pet Jan 27 Ord Mar 14

CATTLE, JAMES EDWARD, Caple rd, Harlesden, Commercial Traveller High Court Pet Mar 15 Ord Mar 15

CORDER, JOHN GEORGE, Glengall rd, Old Kent rd, Coal Merchant High Court Pet Feb 11 Ord Mar 12

COUGHLIN, ETHEL, Reading, Spinster Reading Pet Jan 22 Ord Mar 15

COVELL, FRANK JOYCE, Abbey mans, Herne Hill, Meat Traveller High Court Pet Mar 13 Ord Mar 13

CUTLER, JOHN HENRY, Moneys Houghton, Plesaley, Derby, Farmer Nottingham Pet Mar 14 Ord Mar 14

DACKOMBE, DANIEL, Studley rd, Clapham, Livery Stable Keeper High Court Pet Feb 14 Ord Mar 13

DAVIES, JENKIN THOMAS, Blaith, Mon, Licensed Victualler Tredegar Pet Mar 13 Ord Mar 13

DOBSON, ROBERT, Hemel Hempstead, Herts, Coal Merchant St Albans Pet Mar 14 Ord Mar 14

FELLERTON, JAMES, Hartington rd, Cuswick, Commercial Traveller Brentford Pet Mar 13 Ord Mar 13

FUSSELL, THOMAS THORNTON, Clench Common, Marlborough, Haulier Swindon Pet Mar 13 Ord Mar 13

GIBSON, JOSEPH, Snelinton, Nottingham, Fruit Merchant Nottingham Pet Mar 13 Ord Mar 13

GODRIC, WILLIAM FRANCIS, Hants, Miller Portsmouth Pet Mar 13 Ord Mar 13

HARHAM, ALFRED, Rugby, Iron Turner Coventry Pet Mar 13 Ord Mar 13

HOLDER, HENRY JAMES, Prestbury, Glos, Market Gardener Cheltenham Pet Mar 15 Ord Mar 15

JEFFRIES, FRANK, Sandiaca, Derby, Engine Driver Derby Pet Mar 14 Ord Mar 14

JOHNS, WILLIAM GEORGE FREDERICK, Shoebyrness, Grocer's Assistant Chelmsford Pet Mar 15 Ord Mar 15

MACLELLIN, FREDERICK WILLIAM TALEBOT, Winchester, Bullder Winchester Pet Mar 4 Ord Mar 15

MILNER, JOHN WILLIAM, Bollington, nr Macclesfield, Miller Macclesfield Pet Feb 15 Ord Mar 15

PATON, GEORGE ALEXANDER LECHMER, St James's st, St James's High Court Pet Feb 5 Ord Mar 13

PAULL, FRANK GEORGE, Newtown, Bristol Bristol Pet Mar 14 Ord Mar 14

RALPH, FREDERICK JOHN, Sandwich, Kent, Licensed Victualler Canterbury Pet Feb 22 Ord Mar 13

RANDALL, ALBERT WALLACE, Tenby, Pembroke, Motor Engineer Pembroke Dock Pet Feb 13 Ord Mar 14

ROSE, JACOB, Commercial rd, Whitechapel, Hardware Merchant High Court Pet Mar 14 Ord Mar 14

SANG, JOHN EDWARD, New Cross rd, Doctor Greenwich Pet Feb 13 Ord Mar 14

SHEPARD, THOMAS ARTHUR, Lovelace gdns, Surbiton, A Member of the London Stock Exchange High Court Pet Mar 15 Ord Mar 15

STEEL, ERNEST JOHN, Crawley, Motor Agent Brighton Pet Mar 14 Ord Mar 14

STRANGWAY, ARTHUR THOMAS, Walmgate, York, Hay Merchant York Pet Mar 14 Ord Mar 14

STUBBINS, JOEL, Littleport, I of Ely, Cambs, Innkeeper Cambridge Pet Mar 12 Ord Mar 12

TAYLOR, HAROLD, Oldham Oldham Pet Mar 13 Ord Mar 13

TURNIDOR, SELINA FRANCES, Leigh on Sea, Essex, General Dealer Chelmsford Pet Mar 13 Ord Mar 13

WADSWORTH, CHRISTABELLA, Castleford, Yorks, Confectioner Wakefield Pet Mar 14 Ord Mar 14

WALKER, JOHN EDWARD, Old Trafford, Lanca, Corn Traveller Salford Pet Mar 14 Ord Mar 14

WATKINS, ZACHARIAH, Penydarren, Merthyr Tydfil, Painter Merthyr Tydfil Pet Feb 27 Ord Mar 14

WILKINSON, WILLIAM BALL, Crumpeall, nr Manchester, Credit Draper Salford Pet Mar 14 Ord Mar 14

YOUNG, EDWARD, Coddington, Notts, Innkeeper Nottingham Pet Mar 14 Ord Mar 14

## ADJUDICATIONS ANNULLED.

WORTNECROFT, ALFRED WILLIAM, Southport Liverpool Adjud Feb 6 Annul Mar 14

SILVERSIDES, ROBERT WILLIAM, Malton, Yorks, Engineer Scarborough Pet Oct 15, 1909 Pet Mar 11, 1913

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